UBS AG
acting through its London Branch

Issue of USD 105,000,000.00 Zero Coupon Callable Note due 28 April 2050 (the "Notes")

Under the Euro Note Programme

Issue Price: 100 per cent.

Issue Date: 28 April 2020

This information package includes the Base Prospectus/Base Listing Particulars of the Euro Note Programme of UBS AG dated 7 June 2019 as supplemented by the supplements to the Base Prospectus/Base Listing Particulars dated 23 March 2020 (the "Base Prospectus") and the Pricing Supplement for the Notes dated 28 April 2020 (the "Pricing Supplement", together with the Base Prospectus, the "Information Package").

The Notes will be issued by UBS AG acting through its London Branch (the "Issuer").

Application has been made or will be made by the Issuer for the Notes to be listed on the Taipei Exchange in the Republic of China (the "ROC").

It is expected that the effective date of listing and trading of the Notes is on or about 28 April 2020.

Taipei Exchange is not responsible for the content of the Information Package and no representation is made by Taipei Exchange to the accuracy or completeness of the Information Package. Taipei Exchange expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of this Information Package. Admission to the listing and trading of the Notes on the Taipei Exchange shall not be taken as an indication of the merits of the Issuer or the Notes.

The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly, to investors other than "professional institutional investors" as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the ROC, which currently include: (i) overseas or domestic banks, securities firms, futures firms and insurance companies, the foregoing as further defined in more details in Paragraph 3 of Article 2 of the Organic Act of the Financial Supervisory Commission (excluding insurance agencies, insurance brokers and insurance notaries), (ii) fund management companies, government investment institutions, government funds, pension funds, mutual funds, unit trusts, and funds managed by financial service enterprises pursuant to the Securities Investment Trust and Consulting Act, the Future Trading Act or the Trust Enterprise Act or investment assets mandated and delivered by or transferred for trust by financial consumers, and (iii) other institutions recognized by the Financial Supervisory Commission of the ROC.

Lead Manager

Yuanta Securities Co., Ltd.
NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC AS AMENDED OR SUSPENDED (THE "PROSPECTIVE DIRECTIVE") FOR THE ISSUE OF NOTES DESCRIBED BELOW

PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and, with effect from 1 January 2018, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MiFID II product governance / Professional investors and eligible counterparties only target market – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the “SFA”), the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A of the SFA) that the Instruments are “capital markets products other than prescribed capital markets products” (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

PRICING SUPPLEMENT

The Pricing Supplement dated 28 April 2020

UBS AG,
acting through its London branch

Issue of USD 105,000,000.00 Zero Coupon Callable Note due 28 April 2050
under the Euro Note Programme

PART A – CONTRACTUAL TERMS

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with the intermediary or seek independent professional advice.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Listing Particulars dated 7 June 2019 and the supplemental Base Listing Particulars dated 23 March 2020 which together constitute a base prospectus for the purposes of the issue of unlisted Notes. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with such Base Listing Particulars.

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Base Listing Particulars. The Base Listing Particulars is available for viewing at www.isie.ie and copies may be obtained from the offices of The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building - Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg.
and The Bank of New York Mellon SA/NV Dublin Branch, 4th Floor, Hanover Building, Windmill Lane, Dublin 2, Ireland.

References in the Conditions to the Pricing Supplement shall be deemed to refer to the terms set out below together with the Schedule set out below.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Issuer:</td>
<td>UBS AG, acting through its London branch</td>
</tr>
<tr>
<td>2.</td>
<td>(i) Series Number:</td>
<td>18926/20</td>
</tr>
<tr>
<td></td>
<td>(ii) Tranche Number:</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>(iii) Date on which the Notes become fungible:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>3.</td>
<td>Currency or Currencies:</td>
<td>United States Dollars (“USD”)</td>
</tr>
<tr>
<td>4.</td>
<td>Aggregate Nominal Amount:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Series:</td>
<td>USD 105,000,000</td>
</tr>
<tr>
<td></td>
<td>(ii) Tranche:</td>
<td>USD 105,000,000</td>
</tr>
<tr>
<td>5.</td>
<td>Issue Price:</td>
<td>100 per cent. of the Aggregate Nominal Amount</td>
</tr>
<tr>
<td>6.</td>
<td>(i) Specified Denominations:</td>
<td>USD 1,000,000</td>
</tr>
<tr>
<td></td>
<td>(ii) Calculation Amount:</td>
<td>USD 1,000,000</td>
</tr>
<tr>
<td>7.</td>
<td>(i) Issue Date:</td>
<td>28 April 2020</td>
</tr>
<tr>
<td></td>
<td>(ii) Interest Commencement Date:</td>
<td>28 April 2020</td>
</tr>
<tr>
<td>8.</td>
<td>Maturity Date:</td>
<td>28 April 2050 (the &quot;Scheduled Maturity Date&quot;), subject to adjustment in accordance with the Modified Following Unadjusted Business Day Convention.</td>
</tr>
<tr>
<td>9.</td>
<td>Interest Basis:</td>
<td>Zero Coupon</td>
</tr>
<tr>
<td></td>
<td>(further particulars specified below)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Redemption/Payment Basis:</td>
<td>Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 272.65669300 per cent. of their Aggregate Nominal Amount.</td>
</tr>
<tr>
<td>11.</td>
<td>Change of Interest or Redemption/Payment Basis:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>12.</td>
<td>Put/Call Options:</td>
<td>Issuer Call</td>
</tr>
<tr>
<td>13.</td>
<td>Status of the Notes:</td>
<td>Senior</td>
</tr>
<tr>
<td>14.</td>
<td>Date approval for issuance of Notes obtained:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>15.</td>
<td>Method of distribution:</td>
<td>Non syndicated</td>
</tr>
</tbody>
</table>
**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. Fixed Rate Note Provisions: Not Applicable
17. Floating Rate Note Provisions: Not Applicable
18. Benchmark Replacement: Not Applicable
   (i) Accrual Yield: 3.40 per cent. per annum
   (ii) Reference Price: In respect of each Note, USD 1,000,000.00 per Calculation Amount

20. Index/Credit-Linked Note Provisions: Not Applicable

**PROVISIONS RELATING TO REDEMPTION**

22. Redemption Amount: USD 2,726,566.93 per Calculation Amount
23. Redemption at the option of the Issuer: Applicable
24. Redemption at the option of the Noteholders: Not Applicable
25. Tax Redemption Amount: If the Notes are redeemed as a result of the Issuer being required to pay Additional Amounts then the Tax Redemption Amount will be the fair market value of the Note (excluding any coupon) on the fifth day before the early redemption date (as selected by UBS AG, London Branch as ("Calculation Agent"), less the cost of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its absolute discretion. The notice provisions of Condition 7(b) of the Base Prospectus apply to these Notes.

26. Optional Redemption Amount: As set out in the table in paragraph 27 below
27. Optional Redemption Date: As set out in the table below, each date subject to adjustment in accordance with the Modified Following Unadjusted Business Day Convention.

<table>
<thead>
<tr>
<th>Early Redemption Date</th>
<th>IRR(p.a.)</th>
<th>Redemption Amount per Specified Denomination</th>
<th>Callable Price per Specified Denomination</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/28/2025</td>
<td>3.400%</td>
<td>1,181,959.76</td>
<td>118.1959760%</td>
</tr>
<tr>
<td>4/28/2026</td>
<td>3.400%</td>
<td>1,222,146.39</td>
<td>122.2146390%</td>
</tr>
<tr>
<td>4/28/2027</td>
<td>3.400%</td>
<td>1,263,699.37</td>
<td>126.3699370%</td>
</tr>
<tr>
<td>4/28/2028</td>
<td>3.400%</td>
<td>1,306,665.15</td>
<td>130.6665150%</td>
</tr>
<tr>
<td>4/28/2029</td>
<td>3.400%</td>
<td>1,351,091.77</td>
<td>135.1091770%</td>
</tr>
<tr>
<td>4/28/2030</td>
<td>3.400%</td>
<td>1,397,028.89</td>
<td>139.7028890%</td>
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<tr>
<td>4/28/2031</td>
<td>3.400%</td>
<td>1,444,527.87</td>
<td>144.4527870%</td>
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<tr>
<td>4/28/2032</td>
<td>3.400%</td>
<td>1,493,641.82</td>
<td>149.3641820%</td>
</tr>
</tbody>
</table>
### Table

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
<th>Amount</th>
<th>Noteholders Multiplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/28/2033</td>
<td>3.400%</td>
<td>1,544,425.64</td>
<td>154.442564%</td>
</tr>
<tr>
<td>4/28/2034</td>
<td>3.400%</td>
<td>1,596,936.11</td>
<td>159.6936110%</td>
</tr>
<tr>
<td>4/28/2035</td>
<td>3.400%</td>
<td>1,651,231.94</td>
<td>165.1231940%</td>
</tr>
<tr>
<td>4/28/2036</td>
<td>3.400%</td>
<td>1,707,373.83</td>
<td>170.7373830%</td>
</tr>
<tr>
<td>4/28/2037</td>
<td>3.400%</td>
<td>1,765,424.54</td>
<td>176.5424540%</td>
</tr>
<tr>
<td>4/28/2038</td>
<td>3.400%</td>
<td>1,825,448.97</td>
<td>182.5448970%</td>
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<tr>
<td>4/28/2039</td>
<td>3.400%</td>
<td>1,887,514.23</td>
<td>188.7514230%</td>
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<tr>
<td>4/28/2040</td>
<td>3.400%</td>
<td>1,951,689.71</td>
<td>195.1689710%</td>
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<tr>
<td>4/28/2041</td>
<td>3.400%</td>
<td>2,018,047.16</td>
<td>201.8047160%</td>
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<td>4/28/2042</td>
<td>3.400%</td>
<td>2,086,660.76</td>
<td>208.6660760%</td>
</tr>
<tr>
<td>4/28/2043</td>
<td>3.400%</td>
<td>2,157,607.23</td>
<td>215.7607230%</td>
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<tr>
<td>4/28/2044</td>
<td>3.400%</td>
<td>2,230,965.88</td>
<td>223.0965880%</td>
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<tr>
<td>4/28/2045</td>
<td>3.400%</td>
<td>2,306,818.72</td>
<td>230.6818720%</td>
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<tr>
<td>4/28/2046</td>
<td>3.400%</td>
<td>2,385,250.56</td>
<td>238.5250560%</td>
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<tr>
<td>4/28/2047</td>
<td>3.400%</td>
<td>2,466,349.08</td>
<td>246.6349080%</td>
</tr>
<tr>
<td>4/28/2048</td>
<td>3.400%</td>
<td>2,550,204.95</td>
<td>255.0204950%</td>
</tr>
<tr>
<td>4/28/2049</td>
<td>3.400%</td>
<td>2,636,911.92</td>
<td>263.6911920%</td>
</tr>
</tbody>
</table>

28. Notice period for notice to the Noteholders in the case of redemption at the option of the Issuer: At least five (5) Business Days prior to the applicable Optional Redemption Date.

29. Notice period for redemption at the option of the Noteholders: Not Applicable.


31. Make-Whole Redemption: Not Applicable.

32. Other Redemption details: Redemption following Breach of Selling Restrictions:

   If the Notes are sold or otherwise transferred to any person in breach of: (i) any applicable restrictions on sale of securities; and/or (ii) any restrictions, rules and/or regulations which are applicable to the sale of securities to US Persons (as defined in Regulation S under the United States Securities Act of 1933, as amended) or to any person other than Non-United States Persons (as defined by the United States Commodity Futures Trading Commission) (in each case as determined by the Dealer in its sole and absolute discretion with regards or by reference to the facts and circumstances then existing), the Issuer may, in its sole and absolute discretion, choose to redeem the Notes sold to that person at the Early Redemption Amount at any time upon notice to the relevant Noteholders (the “Sale Restriction Redemption Date”) and no further amounts will be due to such Noteholders after payment of the Early Redemption Amount.

33. Final Redemption Amount of each Note: USD 2,726,566.93 per Calculation Amount.

34. Early Redemption Amount: Applicable.

   Early Redemption Amount(s) of each Note payable on event of default or other: The fair market value of such Notes (excluding any coupon) on the fifth Business Day prior to the relevant...
early redemption and/or the method of calculating the same: redemption date, less the pro rata cost of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion.

GENERAL PROVISIONS APPLICABLE TO THE NOTES

35. Applicability of Condition 8(e) (Consequences of a Renminbi Currency Event) Not Applicable

36. Form of Notes: Registered Notes: Unrestricted Global Note registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg.

37. New Global Note: No

38. New Safekeeping Structure: No


40. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): No

41. Details relating to Partly Paid Notes: Not Applicable

amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:

42. Redenomination applicable: No

43. Exchangeability applicable: No

44. Other final terms or special conditions: Not Applicable

45. Relevant Benchmark(s): Not Applicable
THIRD PARTY INFORMATION
Not Applicable

LISTING AND ADMISSION TO TRADING APPLICATION
These Final Terms comprise the final terms required for the Notes described herein to be listed on the official list and admitted to trading on the Professional Board of Taipei Exchange (TPEx)pursuant to the Euro Note Programme of UBS AG.

GOVERNING LAW
English law

PLACE OF JURISDICTION
England

Signed on behalf of UBS AG as Issuer:

By: Yin Man Simon Pang  
Attorney-in-fact

Duly authorised

Signed on behalf of UBS AG as Issuer:

By: Leopold Yau  
Attorney-in-fact

Duly authorised
PART B – OTHER INFORMATION

LISTING

(i) Listing

Professional Board of Taipei Exchange (TPEx)

(ii) Admission to trading:

Application has been made for the Notes to be admitted to trading on the TPEx.

The Notes will be traded on the TPEx pursuant to the applicable rules of the TPEx. Effective date of listing and trading of the Notes is on or about 28 April 2020.

TPEx is not responsible for the content of this Pricing Supplement and the Base Listing Particulars and any supplement or amendment thereto and no representation is made by TPEx to the accuracy or completeness of this Pricing Supplement and the Base Listing Particulars and any supplement or amendment thereto. TPEx expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of this Pricing Supplement and the Base Listing Particulars and any supplement or amendment thereto. Admission to the listing and trading of the Notes on the TPEx shall not be taken as an indication of the merits of the Issuer or the Notes.

RATINGS

Ratings:

The Notes to be issued have not been rated.

INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save as discussed in "Subscription and Sale" in the Base Listing Particulars, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.

REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) Reasons for the offer:

The net proceeds will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS AG Group, in each case outside Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland.

(ii) Estimated net proceeds:

USD 104,895,000

(iii) Estimated total expenses:

USD 105,000

DISTRIBUTION

(i) If syndicated, names and address of Managers and underwriting commitments:

Yuanta Securities Corp., Co Ltd.

(ii) Date of Subscription Agreement:

9 April 2020
(iii) Stabilising Manager (if any): Not Applicable

If non-syndicated, name and address: Not Applicable

Total commission and concession: Not Applicable

U.S. Selling Restrictions: Reg. S Compliance Category 2; TEFRA not applicable

The tax treatment of the Notes is uncertain. Therefore, if you are a US taxpayer that is not a US person (as defined under Regulation S under the U.S. Securities Act) you are urged to consult with your own tax advisors to determine the appropriate characterization of this Note for US federal income tax purposes. Please contact UBS for any additional information that you may require in making your determination.

ERISA: No

Withholding under Section 871(m): Not applicable

Prohibition of sales to EEA Retail Investors: Applicable

Additional selling restrictions: Any Notes purchased by any person for resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

Noteholders are advised to read the selling restrictions described more fully in the Base Listing Particulars regarding the Issuer’s Euro Note Programme. The restrictions listed below must not be taken as definitive guidance as to whether this note can be sold in a jurisdiction. Noteholders should seek specific advice before onselling a Note.

USA

The Notes may not be sold or offered within the United States or to U.S. persons.

Taiwan

The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly, to investors other than “professional institutional investors” ("Professional Institutional Investor") as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the ROC, which currently include: (i) overseas or domestic banks, securities firms, futures firms and insurance companies, the foregoing as further defined in more details in Paragraph 3 of Article 2 of the Organic Act of the Financial Supervisory Commission (excluding insurance agencies, insurance brokers and insurance notaries), (ii) overseas or domestic fund management companies, government investment institutions, government funds, pension funds, mutual funds, unit trusts, and funds managed by financial service enterprises pursuant to the Securities Investment Trust
and Consulting Act, the Future Trading Act or the Trust Enterprise Act or investment assets mandated and delivered by or transferred for trust by financial consumers, and (iii) other institutions recognized by the Financial Supervisory Commission of the ROC. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to a Professional Institutional Investor.

"ROC" means the island of Taiwan and other areas under the effective control of the Republic of China.

RESPONSIBILITY STATEMENT AND THIRD PARTY INFORMATION

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

FIXED RATE NOTES ONLY – YIELD

Indication of yield: See paragraph 16 above

FLOATING RATE NOTES – HISTORIC INTEREST RATES

Not Applicable

INDEX-LINKED OR OTHER VARIABLE-LINKED NOTES ONLY – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

Not Applicable

DUAL CURRENCY NOTES ONLY – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

Not Applicable

OPERATIONAL INFORMATION

CUSIP: Not Applicable

ISIN Code: XS2025046983

Common Code: 202504698

Swiss Valor: 53985063

Intended to be held in a manner which would allow Eurosystem eligibility: No. Whilst the designation is specified as “no” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper and registered in the name of a nominee of one of the ICSDs acting as common Safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.
Any clearing system(s) and the relevant identification number(s) (if applicable): Not Applicable

Delivery: Delivery against payment

Agent: The Bank of New York Mellon, acting through its London Branch

Registrar: Not Applicable

Names and addresses of additional Paying Agent(s) (if any): Not Applicable
Dated 7 June 2019

UBS AG
(incorporated with limited liability in Switzerland)

Euro Note Programme

Arranger

UBS Investment Bank
Under this Euro Note Programme (the "Programme"), UBS AG (the "Issuer") (acting through its head offices in Basel and Zurich ("UBS Head Office") or its London branch ("UBS AG London Branch"), Jersey branch ("UBS AG Jersey Branch"), Australian branch ("UBS AG Australia Branch"), Hong Kong branch ("UBS AG Hong Kong Branch"), or any of its other branches outside Switzerland as it may from time to time determine (each a "Branch") may from time to time issue notes (the "Notes") denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below). Following the establishment in 2014 of UBS Group AG as the holding company for the UBS Group and the parent company of UBS AG, the Issuer together with its subsidiaries is referred to herein as "UBS AG (consolidated)" or "UBS AG Group". UBS Group AG, the Issuer and the subsidiaries of both companies are referred to herein as "UBS", "UBS Group", "UBS Group AG (consolidated)" or the "Group".

This base prospectus (the "Base Prospectus") has been approved by the Central Bank of Ireland (the "Central Bank"), as competent authority under the Prospectus Directive (as defined herein). The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Notes which are to be admitted to trading on the regulated market (the "Regulated Market") of the Irish Stock Exchange plc trading as Euronext Dublin ("Euronext Dublin") or other regulated markets for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments (as amended, "MiFID II") or which are to be offered to the public in any member state of the EEA (as defined herein). There can be no assurance that any such admission to trading will be obtained. Application has been made to Euronext Dublin for Notes issued under the Programme during the 12 months from the date of this Base Prospectus to be admitted to the official list and trading on the Regulated Market. This document constitutes a base prospectus for the purposes of the Prospectus Directive.

Application will be made to list the Notes issued under the Programme on the official list of the Luxembourg Stock Exchange and for Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange (Bourse de Luxembourg). The Central Bank has been requested to provide the Luxembourg Commission de Surveillance du Secteur Financier ("CSSF") (in its capacity as Luxembourg's competent authority for the purposes of the Prospectus Directive) with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Directive.

Application has been made to Euronext Dublin for the approval of this document as Base Listing Particulars (the "Base Listing Particulars"). Application has been made to Euronext Dublin for Notes issued under the Programme during the 12 months from the date of this Base Listing Particulars to be admitted to the official list and to trading on the global exchange market (the "Global Exchange Market") which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of MiFID II.

In addition, application will be made to list the Notes issued under the Programme on the Luxembourg Stock Exchange's Euro MTF Market. The Luxembourg Stock Exchange's Euro MTF Market is not a "regulated market" for the purposes of MiFID II.

It is expected that this Base Listing Particulars will be submitted to SIX Exchange Regulation Ltd for registration as an "issuance programme" for the listing of bonds on the SIX Swiss Exchange in accordance with the listing rules of the SIX Swiss Exchange (the "SIX Listing Rules"). If approved, in respect of any Series (as defined herein) of Notes that constitute bonds within the meaning of the SIX Swiss Exchange's Additional Rules for the Listing of Bonds and are to be listed on the SIX Swiss Exchange during the 12 months from the date of such approval, this Base Listing Particulars, together with the relevant Pricing Supplement (as defined below), will constitute the listing prospectus for purposes of the SIX Listing Rules.

For each issue of Notes under the Programme which will require a prospectus under the Prospectus Directive, final terms which contain the information required to complete this Base Prospectus for the relevant issue (each a "Final Terms"), or a separate prospectus specific to such issue of Notes (each a "Drawdown Prospectus"), will be prepared.

For each issue of Notes which will not require a prospectus under the Prospectus Directive, the relevant pricing supplement specific to such issue of Notes will be prepared using one of the two forms contained in this Base Prospectus (see "Pro Forma Pricing Supplement" and "Pro Forma Alternative Pricing Supplement" below), as elected by the Issuer (each a "Pricing Supplement").
In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus or a Pricing Supplement, each reference herein in to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus or Pricing Supplement, unless the context requires otherwise.

Application has been made to the Central Bank for certificates of approval under Article 18 of the Prospectus Directive as implemented in Ireland to be issued by the Central Bank to the competent authorities in Austria, France, Germany, the Netherlands, Spain and the United Kingdom.

In addition to the applications already described above, the Issuer may, on or after the date of this Base Prospectus, make applications for one or more further certificates of approval under Article 18 of the Prospectus Directive as implemented in Ireland to be issued by the Central Bank to the competent authority in any other Member State.

The Issuer has confirmed to the dealers (the "Dealers") named under "Selling Restrictions" that (i) this Base Prospectus and/or Base Listing Particulars is true and accurate in all material respects and not misleading; (ii) there are no other facts in relation to the information contained or incorporated by reference in this Base Prospectus/Base Listing Particulars the omission of which would, in the context of the issue of the Notes, make any statement in this Base Prospectus/Base Listing Particulars (as applicable) misleading in any material respect; and (iii) all reasonable enquiries have been made to verify the foregoing. The Issuer has further confirmed to the Dealers that, in relation to any Notes issued under the Programme, this Base Prospectus (together with the relevant Final Terms) or this Base Listing Particulars (together with the relevant Pricing Supplement) contains all such information as investors and their professional advisers would reasonably require, and reasonably expect to find, for the purpose of making an informed assessment of the assets and liabilities, profits and losses and financial position of the Issuer and its subsidiaries and of the rights attaching to the relevant Notes.

The Issuer accepts responsibility for the information contained in this Base Prospectus/Base Listing Particulars. To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus/Base Listing Particulars is in accordance with the facts and does not omit anything likely to affect the import of such information.

UBS AG Australia Branch is regulated as a foreign authorised deposit-taking institution ("Foreign ADI") for the purposes of the Banking Act of Australia 1959 ("Australian Banking Act"). The depositor protection provisions of Division 2 of Part II of the Australian Banking Act do not apply to the Issuer (including UBS AG Australia Branch). The Notes are neither "protected accounts" nor "deposit liabilities" within the meaning of the Australian Banking Act. However, under section 11F of the Australian Banking Act, if the Issuer (whether in or outside Australia) suspends payment or becomes unable to meet its obligations, the assets of the Issuer in Australia are to be available to meet its liabilities in Australia (including where those liabilities are in respect of the Notes) in priority to all other liabilities of the Issuer. Further, under section 86 of the Reserve Bank Act 1959 of Australia, debts due by the Issuer to the Reserve Bank of Australia shall in a winding-up of the Issuer have priority over all other debts of the Issuer.

On 5 March 2018, the Financial Sector Legislation Amendment (Crisis Resolution Powers and Other Measures) Act 2018 of Australia (the "Crisis Management Act") came into effect. The Crisis Management Act amends the Australian Banking Act (among other statutes applicable to financial institutions in Australia) and is intended to enhance the powers of the Australian Prudential Regulation Authority ("APRA"). Specifically, the Crisis Management Act enhances APRA’s powers to facilitate the orderly resolution of the entities it regulates, including Foreign ADIs, in times of distress.

Under the Australian Banking Act as amended by the Crisis Management Act, APRA may appoint a Banking Act statutory manager (as defined in the Australian Banking Act) to a Foreign ADI (of which UBS AG Australia Branch is one) in certain circumstances, including where APRA considers that the Foreign ADI may become unable to meet its obligations or may suspend payment and where certain steps have been taken to appoint an external administrator (or similar) in respect of the Foreign ADI in a foreign country. APRA’s powers to appoint an Banking Act statutory manager do not apply to the business of a Foreign ADI (other than the Australian business assets and liabilities) or the management of the Foreign ADI to the extent that the management relates to such business of the foreign ADI.

WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. Investors are advised to exercise caution in relation to any offer of Notes. If an investor
is in any doubt about any of the contents of this document, the investor should obtain independent professional advice.

BENCHMARK REGULATION

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "Benchmark Regulation"). If any such reference rate does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("ESMA") pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms. The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

IMPORTANT INFORMATION RELATING TO PUBLIC OFFERS OF NOTES

Certain Tranches of Notes with a denomination of less than EUR100,000 (or its equivalent in any other currency) may, subject as provided below, be offered in any Relevant Member State (as defined herein) in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to in this Base Prospectus as a "Public Offer". This Base Prospectus has been prepared on a basis that permits public offer of Notes in Ireland, Luxembourg, Austria, France, Germany, the Netherlands, Spain and the United Kingdom (each a "Public Offer Jurisdiction" and together, the "Public Offer Jurisdictions"). Any person making or intending to make a Public Offer of Notes on the basis of this Base Prospectus must do so only with the Issuer's consent - see "Consent given in accordance with Article 3.2 of the Prospectus Directive" below.

If after the date of this Base Prospectus the Issuer intend(s) to add one or more Relevant Member States to the list of Public Offer Jurisdictions for any purpose, they will prepare a supplement to this Base Prospectus specifying such Relevant Member State(s) and any relevant additional information required by the Prospectus Directive. Such supplement will also set out provisions relating to the consent of the Issuer to the use of this Base Prospectus in connection with any Public Offer in any such additional Public Offer Jurisdiction.

Consent given in accordance with Article 3.2 of the Prospectus Directive

In the context of any Public Offer of Notes in a Public Offer Jurisdiction, the Issuer accepts responsibility, in that Public Offer Jurisdiction, for the content of this Base Prospectus in relation to any person (an "Investor") who purchases any Notes in that Public Offer Jurisdiction made by a Dealer or an Authorised Offeror (as defined below), where that offer is made during the Offer Period (as defined below).

Except in the circumstances described below, the Issuer has not authorised the making of any offer by any offeror and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any offer of Notes in any jurisdiction. Any offer made without the consent of the Issuer is unauthorised and neither the Issuer nor, for the avoidance of doubt, any of the Dealer accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.

If, in the context of a Public Offer, an Investor is offered Notes by a person which is not an Authorised Offeror, the Investor should check with such person whether anyone is responsible for this Base Prospectus for the purpose of the relevant Public Offer and, if so, who that person is. If an Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents, the Investor should take legal advice.

Consent

The Issuer consents and (in connection with paragraph (b)(i) below) offers to grant its consent, to the use of this Base Prospectus (as supplemented at the relevant time, if applicable) in connection with any Public Offer of a Tranche of Notes in the Public Offer Jurisdictions specified in the relevant Final Terms during the Offer Period specified in the relevant Final Terms by:
(a) **Specific consent**

(i) the Manager(s) specified in the relevant Final Terms;

(ii) any financial intermediaries specified in the relevant Final Terms;

(iii) any other financial intermediary appointed after the date of the relevant Final Terms and whose name is published on the website of Euronext Dublin (www.ise.ie) by way of announcement and identified as an Authorised Offeror in respect of the relevant Public Offer; and

(b) **General consent**

(i) if General Consent is specified in the relevant Final Terms as applicable, any other financial intermediary which (a) is authorised to make such offers under Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, including under any applicable implementing measure in each relevant jurisdiction (as amended, "MiFID II"); and (b) accepts such offer by publishing on its website the following statement (with the information in square brackets duly completed with the relevant information) (the "Acceptance Statement"):

"We, [specify name of financial intermediary], refer to the offer of [specify title of the Notes] (the "Notes") described in the Final Terms dated [specify date] (the "Final Terms") published by [ISSUER] (the "Issuer"). In consideration of the Issuer offering to grant its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in [specify Member State(s)] during the Offer Period in accordance with the Authorised Offeror Terms (as specified in the Base Prospectus), we accept the offer by the Issuer. We confirm that we are authorised under MiFID II to make, and are using the Base Prospectus in connection with, the Public Offer accordingly. Terms used herein and otherwise not defined shall have the same meaning as given to such terms in the Base Prospectus."

Any financial intermediary falling within paragraph (b)(i) above who wishes to use this Base Prospectus in connection with a Public Offer as set out above is required, for the duration of the relevant Offer Period, to publish on its website the Acceptance Statement.

The consent referred to above relates to Offer Periods occurring within 12 months from the date of this Base Prospectus.

**Authorised Offerors**

The financial intermediaries referred to in paragraphs (a)(ii) and (iii) and (b)(i) above are together referred to herein as the "Authorised Offerors".

**Arrangements between an Investor and the Authorised Offeror who will distribute the Notes**

Neither the Issuer nor, for the avoidance of doubt, any of the Managers has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to such Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between that Authorised Offeror and such Investor including as to price, allocations and settlement arrangements (the "Terms and Conditions of the Public Offer"). The Issuer will not be a party to any such arrangements with such Investor and, accordingly, this Base Prospectus does not, and any Final Terms will not, contain such information. The Terms and Conditions of the Public Offer shall be provided to such Investor by that Authorised Offeror at the time the offer is made. None of the Issuer or, for the avoidance of doubt, any of the Managers or other Authorised Offerors has any responsibility or liability for such information.
UNAUTHORISED INFORMATION

The Issuer has not authorised the making of any representation, or the provision of information, regarding the Issuer or the Notes other than as contained in this Base Prospectus/Base Listing Particulars or the relevant Final Terms or as approved for such purpose by the Issuer. Any such representation or information should not be relied upon as having been authorised by the Issuer, the Dealers or any of them.

Neither this Base Prospectus/Base Listing Particulars nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation or constituting an invitation or offer by the Issuer or any of the Dealers, that any recipient of this Base Prospectus/Base Listing Particulars or any other information supplied in connection with the Programme or any Notes, should subscribe for or purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Base Prospectus/Base Listing Particulars nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

RESTRICTIONS ON DISTRIBUTION

The distribution of this Base Prospectus/Base Listing Particulars and any Final Terms and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus/Base Listing Particulars comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus/Base Listing Particulars or any Final Terms and other offering material relating to the Notes, see “Selling Restrictions” and the relevant Final Terms. Neither this Base Prospectus/Base Listing Particulars nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

This Base Prospectus/Base Listing Particulars has not been, nor will be, lodged with the Australian Securities and Investments Commission and is not a ‘prospectus’ or other ‘disclosure document’ for the purposes of the Corporations Act.

NOTICE TO PROSPECTIVE INVESTORS IN THE UNITED STATES

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or with any securities regulatory authority of any state or other jurisdiction of the United States, and may include Notes in bearer or uncertificated form that are subject to United States tax law requirements. Accordingly, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Notes are being offered and sold (A) in registered form in the United States to “qualified institutional buyers” ("QIBs") only (as defined in Rule 144A under the Securities Act ("Rule 144A")) in reliance on Rule 144A and/or (B) in registered, bearer or uncertificated form outside the United States to non-U.S. persons only (as defined in Regulation S under the Securities Act ("Regulation S")) in reliance on Regulation S, provided that Notes eligible for sale in the United States to QIBs and to persons that are not U.S. persons in reliance on Regulation S will be in registered form and will initially be represented by a single unified global note (a "Unified Global Note"). Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of section 5 of the Securities Act provided by Rule 144A. See "Selling Restrictions".

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER UNITED STATES REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF THE NOTES OR THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS/BASE LISTING PARTICULARS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.
For as long as any of the Notes remain outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer has agreed that it will, during any period in which it is neither subject to the reporting requirements of Section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, furnish, upon request, to any person in whose name such restricted securities are registered, to any owner of a beneficial interest in such restricted securities, and to any prospective purchaser of such restricted securities or beneficial interest therein designated by any such person or beneficial owner, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

IMPORTANT – EEA RETAIL INVESTORS

If the applicable Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA (as defined below). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MiFID II PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms or elsewhere as deemed appropriate, in respect of any Notes may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID II product governance rules under EU Delegated Directive 2017/593 (the "MiFID II Product Governance Rules"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE)

The relevant Final Terms in respect of any Tranche of Notes may include a legend entitled "Singapore Securities and Futures Act Product Classification" which will state the product classification of the Notes pursuant to section 309B(1) of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"). The Issuer will make a determination in relation to each issue about the classification of the Notes being offered for purposes of section 309B(1)(a). Any such legend included on the applicable Final Terms will constitute notice to "relevant persons" for purposes of section 309B(1)(c) of the SFA.

IMPORTANT – NOTES ARE NOT BANK DEPOSITS

The Notes are not bank deposits: An investment in the Notes carries risks which are very different from the risk profile of a bank deposit placed with UBS or its affiliates. The Notes have different yield, liquidity and risk profiles and would not benefit from any protection provided to bank deposits.
DEFINITIONS

All references in this document to:

- "Australia" are to the Commonwealth of Australia;
- "Australian dollars", "AUD" and "A$" are to the currency of Australia;
- "China" and the "PRC" are to the People's Republic of China and for geographical reference only (unless otherwise stated) exclude Taiwan, Macau and Hong Kong;
- the "EEA" are to the European Economic Area;
- the "EU" are to the European Union;
- "euro" and "€" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of the Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro as amended;
- "HK$" and "Hong Kong dollars" are to the currency of Hong Kong;
- "Hong Kong" are to the Hong Kong Special Administrative Region of the People's Republic of China;
- "Japanese Yen" and "JPY" are to the currency of Japan;
- a "Member State" are to a Member State of the EEA;
- "Pounds sterling" and "GBP" are to the currency of the United Kingdom;
- the "Prospectus Directive" are to Directive 2003/71/EC (as amended or superseded), and include any relevant implementing measure in the Relevant Member State;
- a "Relevant Member State" are to any Member State which has implemented the Prospectus Directive;
- "Renminbi", "Chinese Yuan" and "CNY" are to the currency of the PRC;
- "Singapore" are to the Republic of Singapore;
- "Swiss francs" and "CHF" are to the currency of Switzerland;
- "Switzerland" are to the Swiss Confederation;
- the "UK", the "U.K." or "United Kingdom" are to the United Kingdom of Great Britain and Northern Ireland;
- the "United States", "US" or "U.S." are to the United States of America; and
- "U.S. dollars", "US dollars", "USD" and "US$" are to the currency of the United States of America.

Any reference in this Base Prospectus/Base Listing Particulars to any legislation (whether primary legislation or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended, superseded or re-enacted.

Certain figures included in this Base Prospectus/Base Listing Particulars have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.
STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) acting as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules and, in particular, must not be conducted in Australia or on a market operated inside Australia. Any loss or profit sustained as a consequence of any such over-allotment or stabilisation shall, as against the Issuer, be for the account of the Stabilising Manager(s).

CREDIT RATINGS

Details of the solicited credit ratings assigned by S&P Global Ratings Europe Limited ("Standard & Poor’s"), Moody's Deutschland GmbH ("Moody’s"), Fitch Ratings Limited ("Fitch Ratings") and Scope Ratings AG ("Scope Ratings"), all of which are established in the EU and registered under Regulation (EC) No. 1060/2009 on credit rating agencies, as amended (the "CRA Regulation"), to UBS AG can be found in Element B.17 (Ratings assigned to the Issuers or their Debt Securities) of the "Summary" section of this Base Prospectus/Base Listing Particulars and in the section of this Base Prospectus/Base Listing Particulars headed "Description of UBS AG".

Tranches of Notes issued under the Programme will be rated or unrated. Where a rating has been solicited for a particular Tranche of Notes, the applicable rating(s) will be specified in the relevant Final Terms. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) assigned to UBS AG described in this Base Prospectus/Base Listing Particulars or the rating(s) assigned to Notes already issued.

Whether or not each credit rating applied for in relation to a relevant Tranche of Notes is (1) issued by a credit rating agency established in the EU and registered under Regulation (EC) No. 1060/2009 on credit rating agencies, as amended (the "CRA Regulation"), (2) issued by a credit rating agency which is not established in the EU but will be endorsed by a credit rating agency which is established in the EU and registered under the CRA Regulation or (3) issued by a credit rating agency which is not established in the EU but which is certified under the CRA Regulation will be disclosed in the relevant Final Terms.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EU and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the EU but is endorsed by a credit rating agency established in the EU and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation.

In Australia, credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Base Prospectus/Base Listing Particulars and anyone who receives this Base Prospectus/Base Listing Particulars must not distribute it to any person who is not entitled to receive it.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. See "Risk Factors - Risks relating to the Notes - Ratings" for a description of risks relating to credit ratings.
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SUMMARY

Summaries are made up of disclosure requirements known as “Elements”. These elements are numbered in Sections A - E (A.1 - E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "Not Applicable".

Italics in particular Elements denote placeholders for completing the issue specific summary relating to a Tranche of Notes for which such issue specific summary is to be prepared.

This summary applies only to Notes which are issued under the Prospectus Directive regime and for the avoidance of doubt this excludes the issuance of Swiss Notes.

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this summary.

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<tr>
<td>•</td>
<td>civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in such Notes.</td>
</tr>
<tr>
<td>A.2 Consent:</td>
<td>[Not Applicable]. [The Issuer consents to the use of the Base Prospectus in connection with a Public Offer of the Notes by any financial intermediary which is authorised to make such offers under the Markets in Financial Instruments Directive (Directive 2014/65/EU) on the following basis:</td>
</tr>
<tr>
<td>(a)</td>
<td>the relevant Public Offer must occur during the period from and including [<em>] to but excluding [</em>] (the &quot;Offer Period&quot;);</td>
</tr>
<tr>
<td>(b)</td>
<td>the relevant Authorised Offeror must publish an Acceptance Statement, as contained in the Base Prospectus, on its website and satisfy the following additional conditions [*].</td>
</tr>
</tbody>
</table>

The Issuer consents to the use of the Base Prospectus in connection with a Public Offer of the Notes by [*] on the following basis:

(a) the relevant Public Offer must occur during the period from and including [*] to but excluding [*] (the "Offer Period");

(b) the relevant Authorised Offeror must satisfy the following conditions: [*]. |
An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocation, settlement arrangements and any expenses or taxes to be charged to the Investor (the "Terms and Conditions of the Public Offer"). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, this Base Prospectus and any Final Terms or Drawdown Prospectus will not contain such information. The Terms and Conditions of the Public Offer shall be published by that Authorised Offeror on its website at the relevant time. None of the Issuers, any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.

Section B - Issuer

### B.1 Legal name of the Issuer:

| UBS AG (the "Issuer") (acting through its head offices in Basel and Zurich ("UBS Head Office"), or its London branch ("UBS AG London Branch"), Jersey branch ("UBS AG Jersey Branch"), Australian branch ("UBS AG Australia Branch"), Hong Kong branch ("UBS AG Hong Kong Branch") or any of its other branches outside Switzerland as it may from time to time determine (UBS AG London Branch, UBS AG Jersey Branch, UBS AG Australia Branch, UBS AG Hong Kong Branch, or such other branch outside Switzerland, a "Branch")). Following the establishment in 2014 of UBS Group AG as the holding company for the UBS Group and the parent company of UBS AG, the Issuer together with its subsidiaries is referred to herein as "UBS AG (consolidated)" or "UBS AG Group"; UBS Group AG, the Issuer and the subsidiaries of both companies are referred to herein as "UBS", "UBS Group", "UBS Group AG (consolidated)" or the "Group". |

### B.2 Domicile, legal form, legislation and country of incorporation of the Issuer:

The Issuer was incorporated under the name SBC AG on 28 February 1978 for an unlimited duration and entered in the Commercial Register of Canton Basel-City on that day. On 8 December 1997, the company changed its name to UBS AG. The company in its present form was created on 29 June 1998 by the merger of Union Bank of Switzerland (founded 1862) and Swiss Bank Corporation (founded 1872). UBS AG is entered in the Commercial Registers of Canton Zurich and Canton Basel-City. The registration number is CHE-101.329.561.

UBS AG is incorporated and domiciled in Switzerland and operates under the Swiss Code of Obligations as an Aktiengesellschaft, a corporation limited by shares.

The addresses and telephone numbers of UBS AG's two registered offices and principal places of business are: Bahnhofstrasse 45, CH-8001 Zurich, Switzerland, telephone +41 44 234 1111; and Aeschenvorstadt 1, CH-4051 Basel, Switzerland, telephone +41 61 288 5050.

### B.4b Trends:

As indicated in the UBS Group AG First Quarter 2019 Report published on 25 April 2019 (the "UBS Group First Quarter 2019 Report"), the overall pace of growth has decreased as a result of a synchronized global slowdown. Economic growth and markets are expected to continue to recover and stabilize at different speeds across regions and asset classes. UBS is likely to benefit from this environment as a result of its regional and business diversification. Higher invested assets are expected to lead to an increase in recurring revenues in Global Wealth Management and Asset Management, compared with the first quarter of 2019. Further momentum would require a sustained improvement in market activity and client sentiment across UBS's businesses. UBS will continue to execute its strategy with discipline, focusing on balancing efficiency and investments for growth, to deliver on its capital return objectives and to create sustainable long-term value for UBS shareholders. UBS will continue to execute its strategy with discipline, while focusing even more on balancing efficiency and investments for growth, to deliver on its capital return
objectives and create sustainable long-term value for its shareholders.

Further improvements in market levels, as well as improvements in investor sentiment and client activity would contribute to mitigating revenue and profit growth headwinds. UBS remains well positioned to capitalize on global wealth creation, which UBS expects will continue to sustain its strategy and financial performance.

B.5 The Group:

UBS AG is a Swiss bank and the parent company of the UBS AG Group. It is 100% owned by UBS Group AG, which is the holding company of the UBS Group. UBS operates as a group with four business divisions and a Corporate Center.

In 2014, UBS began adapting its legal entity structure to improve the resolvability of the Group in response to too big to fail requirements in Switzerland and recovery and resolution regulation in other countries in which the Group operates. In December 2014, UBS Group AG became the holding company of the Group.

In 2015, UBS AG transferred its personal & corporate banking and wealth management businesses booked in Switzerland to the newly established UBS Switzerland AG, a banking subsidiary of UBS AG in Switzerland. In 2016, UBS Americas Holding LLC was designated as the intermediate holding company for UBS's US subsidiaries and UBS merged its wealth management subsidiaries in various European countries into UBS Europe SE, UBS's German-headquartered European subsidiary. Additionally, UBS transferred the majority of Asset Management's operating subsidiaries to UBS Asset Management AG.

UBS Business Solutions AG, a wholly owned subsidiary of UBS Group AG, was established in 2015 and acts as the Group service company. In 2017, UBS's shared services functions in Switzerland and the UK were transferred from UBS AG to UBS Business Solutions AG. UBS also completed the transfer of shared services functions in the US to its US service company, UBS Business Solutions US LLC, a wholly owned subsidiary of UBS Americas Holding LLC.

In March 2019, UBS Limited, UBS's UK headquartered subsidiary, was merged into UBS Europe SE prior to the UK's scheduled departure from the EU. Former clients and other counterparties of UBS Limited who can be serviced by UBS AG's London Branch were migrated to UBS AG's London Branch prior to the merger.

UBS continues to consider further changes to the Group's legal structure in response to regulatory requirements and other external developments. Such changes may include further consolidation of operating subsidiaries in the EU and adjustments to the booking entity or location of products and services.

B.9 Profit Estimate:

No profit forecasts or estimates are included in this Base Prospectus.

B.10 Audit Report Qualifications:

There are no qualifications in the auditors' reports on the consolidated financial statements of UBS AG and the standalone financial statements of UBS AG for the years ended on 31 December 2018 and 31 December 2017, which are incorporated by reference into this document.

B.12 Selected Key Financial Information:

UBS AG derived the selected consolidated financial information included in the table below for the years ended 31 December 2018, 2017 and 2016 from the Annual Report 2018 (the "Annual Report 2018"), which contains the audited consolidated financial statements of UBS AG, as well as additional unaudited consolidated financial information, for the year ended 31 December 2018 and comparative figures for the years ended 31 December 2017 and 2016. The selected consolidated financial information included in the table below for the quarters ended 31 March 2019 and 31 March 2018 was derived from the UBS Group First Quarter 2019 Report, which contains the UBS AG interim consolidated financial statements (unaudited), as well as additional unaudited consolidated financial information, for the quarter ended 31 March 2019 and comparative figures for the quarter ended 31 March 2018.
The consolidated financial statements were prepared in accordance with the International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board and are stated in US dollars. Effective from 1 October 2018, the functional currency of UBS Group AG and UBS AG's Head Office in Switzerland changed from Swiss francs to US dollars and that of UBS AG's London Branch from British pounds to US dollars, in compliance with the requirements of International Accounting Standard (IAS) 21, *The Effects of Changes in Foreign Exchange Rates*. The presentation currency of UBS Group AG's consolidated financial statements has changed from Swiss francs to US dollars to align with the functional currency changes of significant Group entities. Prior periods have been restated for this presentation currency change. Assets, liabilities and total equity were translated to US dollars at closing exchange rates prevailing on the respective balance sheet dates, and income and expenses were translated at the respective average rates prevailing for the relevant periods.

Information for the years ended 31 December 2018, 2017 and 2016 which is indicated as being unaudited in the table below was included in the Annual Report 2018, but has not been audited on the basis that the respective disclosures are not required under IFRS, and therefore are not part of the audited financial statements. Prospective investors should read the whole of this Base Prospectus and the documents incorporated by reference herein and should not rely solely on the summarized information set out below:

<table>
<thead>
<tr>
<th>Results</th>
<th>As of or for the quarter ended</th>
<th>As of or for the year ended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>31.3.19</td>
<td>31.3.18</td>
</tr>
<tr>
<td>Operating income</td>
<td>7,343</td>
<td>8,301</td>
</tr>
<tr>
<td>Operating expenses</td>
<td>5,890</td>
<td>6,404</td>
</tr>
<tr>
<td>Operating profit / (Loss) before tax</td>
<td>1,454</td>
<td>1,897</td>
</tr>
<tr>
<td>Net profit/(loss) attributable to shareholders</td>
<td>1,069</td>
<td>1,412</td>
</tr>
</tbody>
</table>

| Profitability and growth |  |  |  |  |  |
| Return on equity (%) | 8.1 | 10.7 | 7.9* | 1.4* | 6.0* |
| Return on tangible equity (%) | 9.3 | 12.3 | 9.1* | 1.6* | 6.9* |
| Return on common equity tier 1 capital (%) | 12.3 | 16.3 | 11.9 | 2.3* | 10.2* |
| Return on risk-weighted assets, gross (%) | 11.1 | 13.1 | 12.0* | 12.8* | 13.1* |
| Return on leverage ratio denominator, gross (%) | 3.2 | 3.6 | 3.4* | 3.4* | 3.2* |
| Cost / income ratio (%) | 80.0 | 76.9 | 81.9* | 82.7* | 85.4* |

| Resources |  |  |  |  |  |
| Total assets | 956,737 | 965,224 | 958,055 | 940,020 | 919,236 |
| Equity attributable to shareholders | 53,216 | 53,185 | 52,256 | 51,987 | 52,957 |
| Common equity tier 1 capital % | 34,933 | 35,060 | 34,608 | 34,100* | 31,879* |
| Risk-weighted assets % | 266,581 | 266,202 | 262,840* | 242,725* | 219,330* |
| Common equity tier 1 capital ratio (%) | 13.1 | 13.2 | 13.2* | 14.0* | 14.5* |
| Going concern capacity ratio (%) | 17.0 | 15.9 | 16.1* | 15.6* | 16.3* |
| Total loss-absorbing capacity ratio (%) | 32.2 | 30.7 | 31.3* | 31.4* | 29.6* |
| Leverage ratio denominator % | 911,410 | 926,914 | 904,458* | 910,133* | 855,718* |
| Common equity tier 1 leverage ratio (%) | 3.83 | 3.78 | 3.83* | 3.75* | 3.73* |
| Going concern leverage ratio (%) | 5.0 | 4.6 | 4.7* | 4.2* | 4.2* |
| Total loss-absorbing capacity leverage ratio (%) | 9.4 | 8.8 | 9.1* | 8.4* | 7.6* |

* unaudited

1 Calculated as net profit attributable to shareholders (annualized as applicable) / average equity attributable to shareholders. This measure provides information on the profitability of the business in relation to equity.

2 Calculated as net profit attributable to shareholders (annualized as applicable) / average equity attributable to shareholders less average goodwill and intangible assets. The definition of the numerator for return on tangible equity has been revised to align with numerators for return on equity and return on common equity tier 1 capital ("CET1");
i.e., it is no longer adjusted for amortization and impairment of goodwill and intangible assets. Prior periods have been restated. This measure provides information on the profitability of the business in relation to tangible equity.

3 Calculated as net profit attributable to shareholders (annualized as applicable) / average CET1. This measure provides information on the profitability of the business in relation to CET1.

4 Calculated as operating income before credit loss expense or recovery (annualized as applicable) / average risk weight assets. This measure provides information on the revenues of the business in relation to risk-weighted assets.

5 Calculated as operating income before credit loss expense or recovery (annualized as applicable) / average leverage ratio denominator. This measure provides information on the revenues of the business in relation to leverage ratio denominator.

6 Calculated as operating expenses / operating income before credit loss expense or recovery. This measure provides information on the efficiency of the business by comparing operating expenses with gross income.

7 Calculated as change in net profit attributable to shareholders from continuing operations between current and comparison periods / net profit attributable to shareholders from continuing operations of comparison period. This measure provides information on profit growth in comparison with the prior-year period.

8 Based on the Swiss systemically relevant bank framework as of 1 January 2020.

9 The information as published in Swiss francs in the Annual Report 2017 for the period ended on 31 December 2017 (CHF 33,240 million) and in the UBS Group AG and UBS AG annual report 2016 for the period ended on 31 December 2016 (CHF 32,447 million) was audited.

10 Includes invested assets for Global Wealth Management, Asset Management and Personal & Corporate Banking.

<table>
<thead>
<tr>
<th>B.13 Recent Events:</th>
<th>No recent events particular to UBS AG have occurred, which are to a material extent relevant to the evaluation of UBS AG's solvency.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.14 Dependence upon other entities within the Group:</td>
<td>UBS AG is the parent company of, and conducts a significant portion of its operations through, its subsidiaries. UBS AG has contributed a significant portion of its capital and provides substantial liquidity to subsidiaries. In addition, UBS Business Solutions AG provides substantial services to group companies including UBS AG and its subsidiaries. To this extent, UBS AG is dependent on certain of the entities of the UBS AG Group and of the UBS Group.</td>
</tr>
<tr>
<td>B.15 The Issuers' Principal Activities:</td>
<td>UBS AG with its subsidiaries provides financial advice and solutions to private, institutional and corporate clients worldwide, as well as private clients in Switzerland. The operational structure of the Group is comprised of the Corporate Center and four business divisions: Global Wealth Management, Personal &amp; Corporate Banking, Asset Management and the Investment Bank. UBS's strategy is centered on its leading global wealth management business and its premier personal and corporate banking business in Switzerland, complemented by its focused investment bank and global asset manager. UBS concentrates on capital-efficient businesses in its targeted markets, where UBS has a strong competitive position and an attractive long-term growth or profitability outlook. According to article 2 of the articles of association of UBS AG dated 26 April 2018, the purpose of UBS AG is the operation of a bank. Its scope of operations extends to all types of banking, financial, advisory, trading and service activities in Switzerland and abroad. UBS AG may establish branches and representative offices as well as banks, finance companies and other enterprises of any kind in Switzerland and abroad, hold equity interests in these companies, and conduct their management. UBS AG is authorized to acquire, mortgage and sell real estate and building rights in Switzerland and abroad. UBS AG may borrow and invest money on the capital markets. UBS AG is part of the group of companies controlled by the group parent company UBS Group AG. It may promote the interests of the group parent company or other group companies. It may provide loans, guarantees and other kinds of financing and security for group companies.</td>
</tr>
<tr>
<td>B.16 Controlling Persons:</td>
<td>UBS Group AG owns 100 per cent. of the outstanding shares of UBS AG.</td>
</tr>
</tbody>
</table>
The rating agencies S&P Global Ratings Europe Limited ("Standard & Poor's"), Moody's Deutschland GmbH ("Moody's"), Fitch Ratings Limited ("Fitch Ratings"), and Scope Ratings GmbH ("Scope Ratings") have published solicited credit ratings reflecting their assessment of the creditworthiness of UBS AG, i.e. its ability to fulfill in a timely manner payment obligations, such as principal or interest payments on long-term loans, also known as debt servicing. The ratings from Fitch Ratings, Standard & Poor's and Scope Ratings may be attributed a plus or minus sign, and those from Moody's a number. These supplementary attributes indicate the relative position within the respective rating class. UBS AG has a long-term counterparty credit rating of A+ (outlook: stable) from Standard & Poor's, long-term senior debt rating of Aa3 (outlook: stable) from Moody's, long-term issuer default rating of AA- (outlook: stable) from Fitch Ratings and issuer rating of AA- (outlook: stable) from Scope Ratings. An explanation of the significance of ratings may be obtained from the rating agencies. Generally, rating agencies base their ratings on such material and information, and such of their own investigations, studies and assumptions, as they deem appropriate. The ratings of UBS AG should be evaluated independently from similar ratings of other entities, and from the rating, if any, of its securities. A credit rating is not a recommendation to buy, sell or hold securities issued or guaranteed by the rated entity and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency. All the above-mentioned rating agencies are registered as credit rating agencies under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No 513/2011.

Section C - The Notes

C.1 Type and Class of Securities:

The Notes will be issued in series (each a "Series"). Each Series may comprise one or more tranches of Notes issued on different issue dates (each a "Tranche"). The Notes of each Tranche will have identical terms and conditions; however, a Tranche may comprise Notes in bearer form and Notes in registered form. Other than the issue date, the issue price and the date for the first payment of interest, the Notes of each Series will have identical terms.

[The Notes are issued as Series number [•], Tranche number [•].]

[The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [insert details of the notes previously issued] on [insert date/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note], as specified in the relevant Final Terms].

Class of Notes: The Notes will be issued on a Senior or Subordinated basis (as defined below). Please also see C.8.

Security Identification Number(s): In respect of each Tranche of Notes, the relevant security identification number(s) will be specified in the relevant Final Terms or Drawdown Prospectus.

[ISIN Code: [•]]

Common Code: [•]

[FISN: [•]]

[CFI code: [•]]

C.2 Currency of the Securities Issue:

Notes may be denominated in any currency agreed between the Issuer and the relevant Dealer subject to compliance with all relevant legal or regulatory requirements. In the case of Notes issued under a Drawdown Prospectus, and subject to compliance with all relevant legal and regulatory requirements, Notes may be denominated in one currency and payments in relation to the Notes may be made in one or more different currencies.

[The Notes are denominated in [•].]
### C.5 Restrictions on Free Transferability:

Persons into whose hands this Base Prospectus comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material and to obtain any consent, approval or permission required by them for the purchase, offer, sale or delivery by them of any Notes under the law and regulations in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales or deliveries, in all cases at their own expense, and neither the Issuer nor any Dealer shall have responsibility therefore. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

### C.8 The Rights Attaching to the Securities, including Ranking and Limitations to those Rights:

**Status of the Notes**: Notes will be issued on a senior basis (the "Senior Notes") or subordinated basis (the "Subordinated Notes").

**Status of the Notes**: The Notes (and their coupons) are unsecured obligations of the Issuer acting through its [UBS AG London Branch/UBS AG Jersey Branch/UBS AG Australia Branch/UBS AG Hong Kong Branch/UBS Head Office/UBS AG [name of Branch], as the case may be, and rank pari passu without any preference among themselves. Except as may be provided by any law, the payment obligations of the Issuer under the Notes (and their coupons) will at all times rank equally with all other outstanding unsecured and unsubordinated obligations of the Issuer.][The Notes (and their coupons) are unsecured obligations of the Issuer acting through its [UBS AG London Branch/UBS AG Jersey Branch/UBS AG Australia Branch/UBS AG Hong Kong Branch/UBS Head Office/UBS AG [name of Branch], as the case may be, and rank pari passu without any preference among themselves. The Notes constitute subordinated debt obligations and rank pari passu with all other subordinated debt obligations of the Issuer other than subordinated debt obligations which rank below the Notes.]

**Taxation**: Payments in respect of Notes will be made free and clear of withholdings or deductions for, or on account of, any present or future taxes, duties, assessments or other government charges by or in (i) in the case of Notes issued through a Branch, the location of the relevant Branch, (ii) Switzerland and (iii) any other jurisdiction in which the Issuer is or becomes subject to tax unless such withholding or deduction is required by law (the "Relevant Jurisdictions"). If such taxes are required to be withheld, the Issuer will pay additional amounts in respect of the Notes subject to the customary exceptions.

In the case of Notes issued by UBS Head Office, these exceptions include the Swiss federal withholding tax (which is currently set at a rate of 35 per cent.) to which all payments of interest on such Notes will be subject, and no additional amounts shall be paid by the Issuer in respect of any such withholding. The holder of any such Note residing in Switzerland who, at the time the payment of interest is due, is the beneficial recipient of the payment of interest and who duly reports the gross payment of interest in his or her tax return and, as the case may be, in the statement of income, is entitled to a full refund of or a full tax credit for the Swiss federal withholding tax. A holder of any such Note who is not resident in Switzerland may be able to claim a full or partial refund of the Swiss federal withholding tax by virtue of provisions of an applicable double taxation treaty, if any, between Switzerland and the country of residence of such holder.

Except as specified above, the Issuer does not assume responsibility for any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other government charges of any nature in any Public Offer Jurisdiction.

**Governing Law**: The issuing and paying agency agreement and the deed of covenant entered into in relation to the Programme and all non-contractual obligations arising out of or in connection with them are governed by English law. The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by English law, except for, in the case of Subordinated Notes, Condition 5(b) (*Status of the Notes - In the case of Subordinated Notes*), which is governed by Swiss law.
**Enforcement of Notes in Global Form**: In the case of Bearer Notes (other than Bearer SIS Notes) in global form, held in a clearing system, investors will have certain direct rights of enforcement against the Issuer in the event of such global note becoming void ("Direct Rights"). The Direct Rights are contained in a Deed of Covenant executed by the Issuer, copies of which are available for inspection during normal business hours at the office of the relevant Agent.

**Substitution of the Issuer and Issuing Branch Substitution**: The Issuer may, at its option and having given notice to the Noteholders, designate, without the consent of any Noteholders, an affiliate to assume liability for the due and punctual payment of all payments on all Notes then outstanding in the relevant Series and the performance of all the Issuer's other obligations under all the Notes then outstanding in the relevant Series, the Agency Agreement and the Deed of Covenant.

Prior to any such substitution of the Issuer, the Issuer may, at its option and having given notice to the Noteholders, (i) cease to make payments of principal, interest and any other amounts due under all Notes then outstanding in the relevant Series and fulfil any of its other obligations and exercise any of its rights and powers in respect of, or arising under, all Notes then outstanding in the relevant Series through the Branch or the UBS Head Office, as applicable, through which it is acting at the time of the relevant notice, and (ii) commence making such payments, fulfilling such other obligations and exercising such powers and rights through another Branch or the UBS Head Office (if the Issuer was not acting through the UBS Head Office at the time of the relevant notice).

### C.9 The Rights Attaching to the Securities (Continued), Including Information as to Interest, Maturity, Yield and the Representative of the Holders:

See C.8 for a description of the rights attaching to the Notes, ranking and limitations.

**Interest**: Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series. In respect of each Tranche of Notes, the date from which interest becomes payable and the due dates for interest, the maturity date, the arrangements for the amortization of the Notes, including the repayment procedures and an indication of yield will be specified in the relevant Final Terms or Drawdown Prospectus.

**[Interest]**: The Notes bear interest from [*] at a fixed rate of [*] per cent. per annum payable in arrear on [*].

**[Interest]**: The Notes bear interest from their date of issue at a floating rate calculated by reference to [BBSW / CDOR / EURIBOR / HIBOR / JPY TSR / LIBOR / NIBOR / SHIBOR / SOFR / STIBOR / U.S. Federal Funds Rate] [plus/minus] a margin of [*] per cent. interest will be paid [annually]/[semi-annually]/[quarterly]/[monthly] in arrear on [*], [*], [*], and [*] in each year, subject to adjustment for non-business days.

**[Interest]**: The Notes do not bear interest.

**Maturities**: The Notes may be issued with any maturity subject to compliance with all relevant legal or regulatory requirements.

**Maturity Date**: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed on [*].

**Redemption**: Notes will be redeemable at par or at such other redemption amount as may be specified in the relevant Final Terms or Drawdown Prospectus.

**[Final Redemption Amount]**: Unless previously redeemed, or purchased and cancelled, each Note will be redeemed at 100 per cent. of its nominal amount.

**Optional Redemption**: Notes may be redeemed before their stated maturity at the option of the Issuer (either all or some only), and/or the Noteholders (in whole but not in part) to the extent (if at all) specified in the relevant Final Terms or Drawdown Prospectus.
**Redemption at the Option of the Issuer**: The Notes may be redeemed at the option of the Issuer [in whole]/[in whole or in part] on [*] at [*], plus accrued interest (if any) to such date (but excluding such date), on the Issuer's giving: (i) not less than [15] nor more than [45] days' notice to the Noteholders, and (ii) not less than 15 days before the giving of notice referred to in (i), notice to the relevant Agent and the relevant Registrar, (which notices shall be irrevocable).]

**Redemption at the Option of the Noteholders**: The Issuer shall, at the option of the holder of any Note redeem such Note on [*] at [*] together with interest (if any) accrued to such date (but excluding such date), on the Noteholders' giving not less than 15 nor more than 30 days' notice to the Issuer.

**Tax Redemption**: Early redemption will be permitted if the Issuer has or will become obliged to pay certain additional amounts in respect of the Notes as a result of any change in the tax laws of a Relevant Jurisdiction, which cannot be avoided by the Issuer taking reasonable measures.

**Yield**: Based upon the Issue Price of [*], at the Issue Date the anticipated yield of the Notes is [*] per cent. [per annum/*].

**ERISA**: "Employee benefit plans” (a) within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that are subject to Title I of ERISA, (b) "plans" within the meaning of Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), that are subject to Section 4975 of the Code and (c) persons or entities whose underlying assets include, or are deemed to include, "plan assets" by reason of an investment in the person or entity under the U.S. Department of Labor regulation at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA, or otherwise for purposes of Title I of ERISA or Section 4975 of the Code (each of (a)-(c), a ("Benefit Plan Investor”)); (x) with respect to Notes whose terms provide for payment in full of principal at their state maturity, may purchase or hold Notes (or an interest therein); and (y) with respect to Notes whose terms do not provide for payment in full of principal at their stated maturity, may not purchase or hold Notes (or an interest therein).

**Representative of the Noteholders**: See "Enforcement of Notes in Global Form" in C.8.

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**C.10 Derivative Components in Interest payment:**

Not Applicable. Payments of interest on the Notes shall not involve any derivative component.

**C.11 Trading:**

Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to: (i) trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("Euronext Dublin"); and (ii) listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the relevant Issuer.

[Any application has been made for the Notes to be admitted to [trading on the regulated market of Euronext Dublin]/[listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange]/[and will be distributed in [Ireland / Luxembourg / Austria / France / Germany / the Netherlands / Spain / United Kingdom]]}
Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to: (i) listing on the official list and trading on the regulated market of Euronext Dublin; and (ii) listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the relevant Issuer.

[Application has been made for the Notes to be admitted to [trading on the regulated market of Euronext Dublin]/[listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange].]

Section D - Risks

D.2 Risks Specific to the Issuer:

- Performance in the financial services industry is affected by market conditions and the macroeconomic climate
- UBS is exposed to the credit risk of its clients, trading counterparties and other financial institutions
- Low and negative interest rates in Switzerland and the eurozone have negatively affected UBS's net interest income
- Currency fluctuation
- Substantial changes in regulation may adversely affect UBS's businesses and its ability to execute its strategic plans
- Material, legal and regulatory risks arise in the conduct of UBS's business
- The effect of taxes on UBS's financial results is significantly influenced by tax law changes and reassessments of its deferred tax assets
- Discontinuance of, or changes to, benchmark rates may require adjustments to UBS's agreements with clients and other market participants, as well as to UBS's systems and processes
- UK withdrawal from the EU
- If UBS experiences financial difficulties, the Swiss Financial Market Supervisory Authority FINMA ("FINMA") has the power to open restructuring or liquidation proceedings or impose protective measures in relation to UBS Group AG, UBS AG or UBS Switzerland AG, and such proceedings or measures may have a material adverse effect on UBS's shareholders and creditors
- Liquidity and funding management are critical to UBS's ongoing performance
- Liquidity and funding
- UBS may not be successful in the ongoing execution of its strategic plans
- Operational risks affect UBS's business
- UBS may not be successful in implementing changes in its wealth management businesses to meet changing market, regulatory and other conditions
- UBS's stated capital returns objective is based, in part, on capital ratios that are subject to regulatory change and may fluctuate significantly
- Failure to maintain its capital strength may adversely affect UBS's ability to execute its strategy, its client franchise and its competitive position
- UBS may be unable to identify or capture revenue or competitive opportunities, or retain and attract qualified employees
- UBS depends on its risk management and control processes to avoid or limit potential losses in its businesses
- UBS AG's operating results, financial condition and ability to pay its obligations in the future may be affected by funding, dividends and other distributions received from UBS Switzerland AG, UBS Americas Holding LLC, UBS Europe SE and other subsidiaries, which may be subject to restrictions
- UBS's reputation is critical to its success
- UBS's financial results may be negatively affected by changes to assumptions and valuations, as well as changes to accounting standards

<table>
<thead>
<tr>
<th>D.3</th>
<th>Risks Specific to the Notes:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>There is no active trading market for the Notes - The Notes may not be actively traded creating a lack of liquidity and resulting in the Notes trading at a discount to their initial offering price.</td>
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<td></td>
<td>Ratings - Credit ratings may be subject to suspension, change or withdrawal.</td>
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<td></td>
<td>Interest rate risks - Investment in fixed rate Notes carries the risk of loss of value of the Notes.</td>
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<td></td>
<td>The method pursuant to which the Rate of Interest for any Floating Rate Notes is determined may adversely affect the value and return on such Notes – Certain reference rates, including LIBOR, are the subject of ongoing national and international regulatory scrutiny and reforms.</td>
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<td>Floating Rate Notes – Fallbacks – The terms of floating rate Notes contain certain fallbacks which apply if the rate of interest cannot be determined using the relevant reference rate. The application of these fallbacks may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments of interest that would have been made had the relevant reference rate remained available.</td>
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<td>Floating Rate Notes – Benchmark Replacement – If specified as applicable in the relevant Final Terms, the terms of floating rate Notes will contain one of two types of a benchmark replacement condition. Provided certain conditions have been satisfied, each benchmark replacement condition will operate in the event that the relevant reference rate has been discontinued or does not, or whose administrator or sponsor does not, fulfil any legal or regulatory requirement applicable to such administrator, sponsor and/or the relevant reference rate. The application of a benchmark replacement condition may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments of interest that would have been made had the relevant reference rate remained available.</td>
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<td></td>
<td>The market continues to develop in relation to the use of SOFR as a reference rate - The market continues to develop in relation to SOFR as a reference rate for floating rate notes and the manner in which the rate is calculated is subject to change.</td>
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<td></td>
<td>Notes issued at a substantial discount or premium - The market value of securities issued at a discount or a premium are subject to greater fluctuations compared to conventional interest-bearing securities.</td>
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<td></td>
<td>The Notes may be redeemed prior to maturity - An optional redemption feature is likely to limit the market value of the Notes.</td>
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</table>
- If the Issuer experiences financial difficulties, FINMA has the power to open restructuring or liquidation proceedings in respect of, and/or impose protective measures in relation to, the Issuer, which proceedings or measures may have a material adverse effect on the terms and market value of Notes and/or the ability of the Issuer to make payments thereunder - If the Issuer experiences financial difficulties, FINMA has the authority to open restructuring proceedings or liquidation proceedings in respect of, and/or impose protective measures in relation to, the Issuer, which proceedings or measures may have a material adverse effect on the terms and market value of the Notes and/or the ability of the Issuer to make payments thereunder. FINMA is granted significant discretion in connection with such proceedings and measures, including, in particular, in the case of restructuring proceedings, the discretion to force the conversion of the Issuer's debt (including the Issuer's obligations under the Notes) into equity and/or a full or partial write-off of the obligations owed by the Issuer (including the Issuer's obligations under the Notes), in each case, subject to certain limitations.

- Because the Global Notes are held by or on behalf of Euroclear, Clearstream Luxembourg, Clearstream Frankfurt, SIS and/or DTC, investors will have to rely on their procedures for transfer, payment and communication with the Issuer - As the Issuer will make payments in respect of any Note held in a global form through the relevant clearing system, the beneficial holders of such Notes will need to rely on the procedures of the relevant clearing system in respect of payments relating to the Notes, as well as exercising of voting rights.

- Subordinated Notes are subordinated to most of the Issuer's liabilities - The Issuer's obligations in respect of any Tranche of Notes specified to be subordinated, will rank below the obligations to senior creditors of the Issuer (including any unsubordinated, unsecured creditors) in the event of voluntary or involuntary liquidation or bankruptcy of the Issuer.

- Automatic Exchange of Information in Tax Matters - In 2014, Switzerland signed the Multilateral Competent Authority Agreement (the "MCAA"), which is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the "AEOI"). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the "AEOI Act") entered into force on 1 January 2017, which is the legal basis for the implementation of the AEOI standard in Switzerland. The AEOI is being introduced in Switzerland through bilateral agreements and multilateral agreements and, based on such agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or in a treaty state.

- Potential changes in Swiss withholding tax legislation - On 4 November 2015, the Swiss Federal Council announced that it had mandated the Swiss Federal Finance Department to appoint a group of experts to prepare a proposal for a reform of the Swiss withholding tax system. This proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. This paying agent-based regime is expected to be similar to the one contained in the draft legislation published by the Swiss Federal Council on 17 December 2014, which was subsequently withdrawn on 24 June 2015.
If such a new paying agent-based regime were to be enacted and were to result in the deduction or withholding of Swiss withholding tax on any interest payments in respect of a Note by any other person other than the Issuer, the holder of such Note would not be entitled to receive any Additional Amounts as a result of such deduction or withholding under the terms of the Notes.

- **UBS has announced its intention to make certain structural changes in light of regulatory trends and requirements and the Terms and Conditions of the Notes do not contain any restrictions on the Issuer's or UBS's ability to restructure its business** - UBS has implemented certain changes to its legal structure, and continues to consider further changes, in response to regulatory requirements. The Terms and Conditions of the Notes contain no restrictions on change of control events or structural changes, and no event of default, requirement to repurchase the Notes or other event will be triggered under the Terms and Conditions of the Notes as a result of such changes. There can be no assurance that such changes, should they occur, would not adversely affect the credit rating of the Issuer and/or increase the likelihood of the occurrence of an event of default. Such changes, should they occur, may adversely affect the Issuer's ability to redeem or pay interest on the Notes.

- **Section 871(m)** - Payments in respect of Notes that reference one or more dividend paying U.S. equity securities may be treated as "dividend-equivalents" and may be subject to U.S. withholding tax pursuant to section 871(m) of the U.S. Tax Code.

There are also certain risks relating to the Notes generally.

In addition to the above, there are risks specific to Renminbi-denominated Notes:

- **Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of Renminbi Notes** - Certain restrictions may affect the ability of the Issuer to source Renminbi to finance its obligations under Notes denominated in Renminbi.

- **There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Renminbi Notes and the Issuer's ability to service Renminbi outside the PRC to service Renminbi Notes** - The limited availability of the Renminbi outside the PRC (due to restrictions) may affect the ability of the Issuer to source Renminbi to finance its obligations under Notes denominated in Renminbi.

- **Investment in the Renminbi Notes is subject to exchange rate risks** - Changes in economic and political conditions may have an impact on the value of the Renminbi against the US dollar. Furthermore, changes in policies may also heighten the interest rate volatility. These factors could result in a decline of the value of a holder's investment.

- **Investment in the Renminbi Notes is subject to currency risk** - Under certain circumstances, the Issuer is entitled to make payments in U.S. dollars in relation to Renminbi denominated Notes.

- **Investment in the Renminbi Notes is subject to interest rate risks** - The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility.

- **Payments with respect to the Renminbi Notes may be made only in the manner designated in the terms and conditions of the relevant Renminbi Note** - All payments will be made in accordance with the modes of payment prescribed in the Terms and Conditions of the Notes and no other means of payment may be utilised by the Issuer.

- **Gains on transfer may be subject to income taxes under PRC tax laws** - Under PRC law, non-PRC resident enterprise or individual holders of Renminbi-denominated Notes may become subject to income tax on the gains from the transfer of their holdings of such Notes.
### Section E – Offer

#### E.2b Reasons for the Offer and Use of Proceeds:

The net proceeds of the issue of each Series or Tranche of Notes issued by any Branch will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS AG Group, in each case outside Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland. The net proceeds of the issue of each Series or Tranche of Notes issued by UBS Head Office will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS AG Group.

#### E.3 Terms and Conditions of the Offer:

Notes may be issued at any price and on a fully paid basis, as specified in the relevant Final Terms, or Drawdown Prospectus. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

*The Terms and Conditions of any Public Offer shall be published by the relevant Authorised Offeror on its website at the relevant time.*

*The Issue Price of the Notes is [*] per cent. of their nominal amount.*

#### E.4 Interests Material to the Issue:

*A description of any interest that is material to the issue/offer including conflicting interests.*

The Issuer has appointed UBS AG London Branch, UBS AG, UBS Europe SE and UBS Securities LLC and any other Dealer appointed from time to time (the "Dealers") as Dealers for the Programme. The arrangements under which Notes may from time to time be agreed to be sold by the relevant Issuer to, and purchased by, Dealers are set out in the Dealer Agreement made between the Issuer and the Dealers.

*Syndicated Issue: The Issuer has appointed [*], [*] and [*] (the "Managers") as Managers of the issue of the Notes. The arrangements under which the Notes are sold by the Issuer to, and purchased by, Managers are set out in the Subscription Agreement made between the Issuer and the Managers.*

*Non-Syndicated Issue: The Issuer has appointed [*] (the "Dealer") as Dealer in respect of the issue of the Notes. The arrangements under which the Notes are sold by the Issuer to, and purchased by, Dealer are set out in the Dealer Agreement made between, amongst others, the Issuer and the Dealer.*

#### E.7 Estimated Expenses:

Except as provided in the relevant Final Terms or Drawdown Prospectus, no expenses will be chargeable by the relevant Issuer to a Noteholder in connection with any offer of Notes. Any expenses chargeable by an Authorised Offeror to an Investor shall be charged in accordance with any contractual arrangements agreed between the Investor and such Authorised Offeror at the time of the relevant offer.
RISK FACTORS

The risk factors described in this section relate to issuances of Notes under both this Base Prospectus and this Base Listing Particulars.

Prospective investors should read the entire Base Prospectus/Base Listing Particulars. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus/Base Listing Particulars have the same meanings in this section. Investing in the Notes involves certain risks. In addition, the purchase of certain Notes may involve substantial risks and be suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. Prospective investors should make such inquiries as they deem necessary without relying on the Issuer or any Dealer and should consult with their financial, tax, legal, accounting and other advisers, prior to deciding to make an investment in the Notes.

Prospective investors should note that the risks relating to the Issuer, the industry in which it operates and the Notes summarised in the section of this Base Prospectus/Base Listing Particulars headed "Summary" are the risks that the Issuer believes to be the most relevant to an assessment by a prospective investor of whether to consider an investment in the Notes. However, as the risks which the Issuer faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this Base Prospectus/Base Listing Particulars headed "Summary" but also among other things, the risks and uncertainties described below. The risks and uncertainties described below are not the only ones that the Issuer may face. Additional risks and uncertainties that the Issuer is unaware of, or that it currently deems to be immaterial, may also become important risk factors that affect it. Prospective investors should consider, among other things, the following:

RISKS RELATING TO UBS

Certain risks, including those described below, may affect UBS's ability to execute its strategy or its business activities, financial condition, results of operations and prospects. As a broad-based international financial services firm, UBS is inherently exposed to multiple risks, many of which may become apparent only with the benefit of hindsight. As a result, risks that UBS does not consider to be material or of which it is not currently aware could also adversely affect UBS. The order of presentation of the risk factors below does not indicate the likelihood of their occurrence or the potential magnitude of their consequences.

Market and macroeconomic risks

Performance in the financial services industry is affected by market conditions and the macroeconomic climate

UBS's businesses are materially affected by market and macroeconomic conditions. Adverse changes in interest rates, credit spreads, securities prices, market volatility and liquidity, foreign exchange rates, commodity prices, and other market fluctuations, as well as changes in investor sentiment, can affect UBS's earnings and ultimately its financial and capital positions.

A market downturn and weak macroeconomic conditions can be precipitated by a number of factors, including geopolitical events, changes in monetary or fiscal policy, trade imbalances, natural disasters, pandemics, civil unrest, acts of violence, war or terrorism. Macroeconomic and political developments can have unpredictable and destabilising effects and, because financial markets are global and highly interconnected, even local and regional events can have widespread effects well beyond the countries in which they occur. Moreover, if individual countries impose restrictions on cross-border payments or other exchange or capital controls, or change their currency (for example, if one or more countries should leave the eurozone), UBS could suffer losses from enforced default by counterparties, be unable to access its own assets, or be unable to effectively manage its risks.

UBS could be materially affected if a crisis develops, regionally or globally, as a result of disruptions in markets as a result of macroeconomic or political developments, or as a result of the failure of a major market participant. Over time, UBS's strategic plans have become more heavily dependent on its ability to generate growth and revenue in emerging markets, including China, causing UBS to be more exposed to the risks associated with such markets.
UBS has material exposures to a number of markets, and its businesses have regional exposures and concentrations that differ from certain of its peers. Global Wealth Management derives revenues from all the principal regions, but has a greater concentration in Asia than many peers and a substantial presence in the US, unlike many European peers. The Investment Bank’s Equities business is more heavily weighted to Europe and Asia than UBS’s peers, and within this business its derivatives business is more heavily weighted to structured products for wealth management clients, in particular with European and Asian underlyings. UBS’s performance may therefore be more affected by political, economic and market developments in these regions and businesses than some other financial service providers.

A decrease in business and client activity and market volumes, for example, as a result of significant market volatility, adversely affects transaction fees, commissions and margins, particularly in Global Wealth Management and the Investment Bank, as UBS experienced in the fourth quarter of 2018 and in 2016. A market downturn is likely to reduce the volume and valuations of assets that UBS manages on behalf of clients, which would reduce recurring fee income that is charged based on invested asset and performance-based fees in Asset Management. Such a downturn may also cause a decline in the value of assets that UBS owns and accounts for as investments or trading positions. On the other hand, reduced market liquidity or volatility may limit trading opportunities and may therefore reduce transaction-based fees and may also impede UBS’s ability to manage risks.

In addition, the implementation of the expected credit loss ("ECL") regime, as required by IFRS 9, is intended to result in fewer pro-cyclical charges for credit impairment by ensuring that impairment charges would be recognized earlier through anticipating a downturn using appropriate forward-looking measures and, conversely, an expected positive development once the trough of a downturn has been reached. There is a material risk that these expectations will not materialize, and that ECL under IFRS 9 will prove to be pro-cyclical. Provision requirements under IFRS 9 may in practice increase rapidly at the onset of an economic downturn as a result of higher levels of credit impairment (stage 3) as well as higher ECL from stages 1 and 2, only gradually diminishing once the economic outlook improves. Substantial increases in ECL could exceed expected loss for regulatory capital purposes and adversely affect UBS’s common equity tier 1 ("CET1") capital and regulatory capital ratios. The effect of pro-cyclical ECL requirements will be assessed in UBS’s stress testing outputs.

**UBS is exposed to the credit risk of its clients, trading counterparties and other financial institutions**

Credit risk is an integral part of many of UBS’s activities, including lending, underwriting and derivatives activities. Failure to properly assess and manage credit risk or adverse economic or market conditions may lead to impairments and defaults on credit exposures. Losses may be exacerbated by declines in the value of collateral securing loans and other exposures. In its prime brokerage, securities finance and Lombard lending businesses, UBS extends substantial amounts of credit against securities collateral, the value or liquidity of which may decline rapidly. UBS’s Swiss mortgage and corporate lending portfolios are a large part of its overall lending. UBS is therefore exposed to the risk of adverse economic developments in Switzerland, including the strength of the Swiss franc and its effect on Swiss exports, prevailing negative interest rates by the Swiss National Bank, economic conditions within the eurozone or the EU, and the evolution of agreements between Switzerland and the EU and European Economic Area, which represent Switzerland’s largest export market.

The aforementioned developments have in the past affected, and going forward could materially affect, UBS’s overall financial performance and the financial performance of UBS’s individual businesses. Refer to "UBS’s financial results may be negatively affected by changes to assumptions and valuations, as well as changes to accounting standards" and "The effect of taxes on UBS’s financial results is significantly influenced by tax law changes and reassessments of its deferred tax assets" below, and to the "Our environment" section of the Annual Report 2018 for more information.

**Market conditions and fluctuations may have a detrimental effect on UBS's profitability, capital strength, liquidity and funding position**

Low and negative interest rates in Switzerland and the eurozone have negatively affected UBS’s net interest income

A continuing low or negative interest rate environment may further erode interest margins and adversely affect the net interest income generated by the Personal & Corporate Banking and Global Wealth
Management businesses. UBS’s performance is also affected by the cost of maintaining the high-quality liquid assets ("HQLA") required to cover regulatory outflow assumptions embedded in the liquidity coverage ratio ("LCR").

The Swiss National Bank permits Swiss banks to make deposits up to a threshold at zero interest. Any reduction in or limitations on the use of this exemption from the otherwise applicable negative interest rates could exacerbate the effect of negative interest rates in Switzerland. Low and negative interest rates may also affect customer behaviour and hence UBS’s overall balance sheet structure. Mitigating actions that UBS has taken, or may take in the future, such as the introduction of selective deposit fees or minimum lending rates, have resulted and may further result in the loss of customer deposits (a key source of funding for UBS), net new money outflows and a declining market share in UBS's Swiss lending business.

UBS’s shareholder's equity and capital are also affected by changes in interest rates. In particular, the calculation of UBS's Swiss pension plan's net defined benefit assets and liabilities is sensitive to the discount rate applied and to fluctuations in the value of pension plan assets. Any further reduction in interest rates may lower the discount rates and result in pension plan deficits as a result of the long duration of corresponding liabilities. This could lead to a corresponding reduction in UBS's equity and CET1 capital.

**Currency fluctuation**

UBS is subject to currency fluctuation risks. Effective 1 October 2018, the functional currency of UBS Group AG and UBS AG's Head Office in Switzerland has changed from Swiss francs to US dollars and the functional currency of UBS AG's London Branch operations has changed from British pounds to US dollars. In line with these changes, the presentation currency of UBS Group AG's and UBS AG's consolidated financial statements has changed from Swiss francs to US dollars effective from the fourth quarter 2018 reporting. Although this change reduces UBS's exposure to currency fluctuation risks against Swiss francs, a substantial portion of UBS's assets and liabilities are denominated in currencies other than the US dollar. Accordingly, changes in foreign exchange rates may continue to adversely affect UBS's profits, balance sheet and capital leverage and liquidity coverage ratios.

In order to hedge UBS's CET1 capital ratio, CET1 capital must have foreign currency exposure, which leads to currency sensitivity. As a consequence, it is not possible to simultaneously fully hedge both the amount of capital and the capital ratio. UBS's change to the US dollar as its presentation currency has reduced, but not eliminated the exposure of CET1 capital and capital ratios to currency fluctuations.

**Regulatory and legal risks**

Substantial changes in regulation may adversely affect UBS's businesses and its ability to execute its strategic plans

Fundamental changes in the laws and regulations affecting financial institutions can have a material and adverse effect on UBS's business. Following the 2007–2009 financial crisis, regulators and legislators have adopted a wide range of changes to the laws, regulations and supervisory frameworks applicable to banks. The changes are intended to address the perceived causes of the crisis and to limit the systemic risks posed by major financial institutions. They have caused UBS to make significant changes in its businesses, strategy and legal structure. UBS has moved significant operations into subsidiaries to improve resolvability and meet other regulatory requirements, and this has resulted in substantial implementation costs, increased UBS's capital and funding costs and reduced operational flexibility. Although many of the regulatory changes have been completed, some continue to be phased in over time or require further rulemaking or guidance for implementation, and other changes are still under consideration.

Notwithstanding attempts by regulators to align their efforts, the measures adopted or proposed differ significantly across the major jurisdictions, making it increasingly difficult to manage a global institution. Swiss regulatory changes with regard to such matters as capital and liquidity have often proceeded more quickly than those in other major jurisdictions, and Switzerland’s requirements for major international banks are among the strictest of the major financial centres. This could put Swiss banks such as UBS at a disadvantage when competing with peer financial institutions subject to more lenient regulation or with unregulated non-bank competitors.

Banking structure and activity limitations: UBS has made significant changes to its legal and operational structure to meet legal and regulatory requirements and expectations. For example, UBS has transferred all
of its US subsidiaries under a US intermediate holding company to meet US regulatory requirements, and has transferred substantially all the operations of Personal & Corporate Banking and Global Wealth Management booked in Switzerland to UBS Switzerland AG, to improve resolvability. These changes, particularly the transfer of operations to subsidiaries, require significant time and resources to implement, and create operational, capital, liquidity, funding and tax inefficiencies. In addition, they may increase UBS’s aggregate credit exposure to counterparties as they transact with multiple entities within the Group. Further, UBS's operations in subsidiaries are subject to local capital, liquidity, stable funding, capital planning and stress testing requirements. These requirements have resulted in increased capital and liquidity requirements in affected subsidiaries, which limit UBS's operational flexibility and negatively affect its ability to benefit from synergies between business units and to distribute earnings to the Group.

UBS has incurred substantial costs in implementing a compliance and monitoring framework in connection with the Volcker Rule under the Dodd-Frank Act and has modified its business activities both inside and outside the US to conform to the Volcker Rule's activity limitations. UBS may incur additional costs in the short term if aspects of the Volcker Rule are modified in ways that would require changes to the operation of its Volcker compliance program, even if those changes may reduce the long-term burden on UBS's operations. UBS may also become subject to other similar regulations substantively limiting the types of activities in which it may engage or the way it conducts its operations.

*Higher capital and total loss-absorbing capacity requirements increase UBS's costs:* As an internationally active Swiss systemically relevant bank, UBS is subject to capital and total loss-absorbing capacity ("TLAC") requirements that are among the most stringent in the world. UBS expects its risk-weighted assets ("RWA") to increase in 2019 as a result of changes in methodology and add-ons in the calculation of RWA, as well as implementation of new accounting standards. Changes to international capital standards for banks recently adopted by the Basel Committee on Banking Supervision are expected to further increase UBS's RWA when the standards are scheduled to become effective in 2022.

*Resolvability and resolution and recovery planning:* Under the Swiss too big to fail framework, UBS is required to put in place viable emergency plans to preserve the operation of systemically important functions in the event of a failure. Moreover, under this framework and similar regulations in the US, the UK, the EU and other jurisdictions in which it operates, UBS is required to prepare credible recovery and resolution plans detailing the measures that would be taken to recover in the event of a significant adverse event or to wind down the Group or the operations in a host country through resolution or insolvency proceedings. If a recovery or resolution plan UBS produces is determined by the relevant authority to be inadequate or not credible, relevant regulation may permit the authority to place limitations on the scope or size of UBS's business in that jurisdiction, or oblige UBS to hold higher amounts of capital or liquidity or to change its legal structure or business in order to remove the relevant impediments to resolution.

The Federal Act on Banks and Savings Banks of 8 November 1934, as amended (the "Swiss Banking Act") and implementing ordinances provide the Swiss Financial Market Supervisory Authority FINMA ("FINMA") with significant powers to intervene in order to prevent a failure of, or to resolve, a failing financial institution. FINMA has considerable discretion in determining whether, when, or in what manner to exercise such powers. In case of a threatened insolvency, FINMA may impose more onerous requirements on UBS, including restrictions on the payment of dividends and interest. FINMA could also directly or indirectly require UBS, for example, to alter its legal structure, including by separating lines of business into dedicated entities, with limitations on intra-Group funding and certain guarantees, or to further reduce business risk levels in some manner. FINMA also has the ability to write down or convert into common equity the capital instruments and other liabilities of UBS Group AG, UBS AG and UBS Switzerland AG in connection with a resolution. Refer to "If UBS experiences financial difficulties, FINMA has the power to open restructuring or liquidation proceedings or impose protective measures in relation to UBS Group AG, UBS AG or UBS Switzerland AG, and such proceedings or measures may have a material adverse effect on UBS's shareholders and creditors" below.

*Substantial changes in market regulation have affected and will continue to affect how UBS conducts its business:* The revised Markets in Financial Instruments Directive ("MiFID II") became effective in 2018. MiFID II, among other things, introduces substantial new regulation of exchanges and trading venues, including new pre-trade and post-trade transparency requirements, a ban on the practice of using commissions on transactions to compensate for research services and substantial new conduct requirements for financial services firms when dealing with clients. Implementation by the G20 countries of the commitment to require all standardized over-the-counter ("OTC") derivative contracts to be traded on
Material, legal and regulatory risks arise in the conduct of UBS's business

As a global financial services firm operating in more than 50 countries, UBS is subject to many different legal, tax and regulatory regimes, including extensive regulatory oversight, and exposed to significant liability risk. UBS is subject to a large number of claims, disputes, legal proceedings and government investigations, and it expects that its ongoing business activities will continue to give rise to such matters in the future. The extent of UBS's financial exposure to these and other matters is material and could substantially exceed the level of provisions that UBS has established. UBS is not able to predict the financial and non-financial consequences these matters may have when resolved.

UBS may be subject to adverse preliminary determinations or court decisions that may negatively affect public perception and UBS's reputation, result in prudential actions from regulators, and cause us to record additional provisions for the matter even though UBS believes it has substantial defenses and expects to ultimately achieve a more favorable outcome. This risk is illustrated by the award of aggregate penalties and damages of EUR 4.5 billion by the court in France.

Resolution of regulatory proceedings may require UBS to obtain waivers of regulatory disqualifications to maintain certain operations; may entitle regulatory authorities to limit, suspend or terminate licenses and regulatory authorisations; and may permit financial market utilities to limit, suspend or terminate UBS's participation in them. Failure to obtain such waivers, or any limitation, suspension or termination of licenses, authorisations or participations, could have material adverse consequences for UBS.

UBS's settlements with governmental authorities in connection with foreign exchange, London Interbank Offered Rates ("LIBOR") and other benchmark interest rates starkly illustrate the significantly increased level of financial and reputational risk now associated with regulatory matters in major jurisdictions. In connection with investigations related to LIBOR and other benchmark rates and to foreign exchange and precious metals, very large fines and disgorgement amounts were assessed against UBS, and UBS was
required to enter guilty pleas despite its full cooperation with the authorities in the investigations, and despite its receipt of conditional leniency or conditional immunity from antitrust authorities in a number of jurisdictions, including the US and Switzerland.

Ever since its material losses arising from the 2007–2009 financial crisis, UBS has been subject to a very high level of regulatory scrutiny and to certain regulatory measures that constrain its strategic flexibility. While UBS believes it has remediated the deficiencies that led to those losses as well as to the unauthorised trading incident announced in September 2011, the effects on its reputation, as well as on relationships with regulatory authorities of the LIBOR-related settlements of 2012 and settlements with some regulators of matters related to UBS's foreign exchange and precious metals business, have resulted in continued scrutiny.

UBS is also subject to significant new regulatory requirements, including recovery and resolution planning, US enhanced prudential standards and Comprehensive Capital Analysis and Review. UBS's implementation of additional regulatory requirements and changes in supervisory standards, as well as its compliance with existing laws and regulations, continue to receive heightened scrutiny from supervisors. If it does not meet supervisory expectations in relation to these or other matters, or if additional supervisory or regulatory issues arise, UBS would likely be subject to further regulatory scrutiny as well as measures that might further constrain its strategic flexibility. UBS is in active dialog with regulators concerning the actions it is taking to improve its operational risk management, control, anti-money laundering, data management and other frameworks, and otherwise seek to meet supervisory expectations, but there can be no assurance that its efforts will have the desired effects. As a result of this history, UBS's level of risk with respect to regulatory enforcement may be greater than that of some of its peers.

Refer to the "Note 15 Provisions and contingent liabilities" in the "Consolidated financial statements" section of the UBS AG First Quarter 2019 Report for more information.

The effect of taxes on UBS' financial results is significantly influenced by tax law changes and reassessments of its deferred tax assets

UBS's effective tax rate is highly sensitive to its performance, its expectation of future profitability and statutory tax rates. Based on prior years' tax losses, UBS has recognised deferred tax assets ("DTAs") reflecting the probable recoverable level based on future taxable profit as informed by its business plans. If UBS's performance is expected to produce diminished taxable profit in future years, particularly in the US, UBS may be required to write down all or a portion of the currently recognised DTAs through the income statement in excess of anticipated amortization. This would have the effect of increasing its effective tax rate in the year in which any write-downs are taken. Conversely, if UBS expects the performance of entities in which it has unrecognized tax losses to improve, particularly in the US or the UK, UBS could potentially recognise additional DTAs. The effect of doing so would be to reduce UBS's effective tax rate in years in which additional DTAs are recognized and to increase its effective tax rate in future years. UBS's effective tax rate is also sensitive to any future reductions in statutory tax rates, particularly in the US and Switzerland, which would cause the expected future tax benefit from items such as tax loss carry-forwards in the affected locations to diminish in value. This in turn would cause a write-down of the associated DTAs. For example, the reduction in the US federal corporate tax rate to 21% from 35% introduced by the US Tax Cuts and Jobs Act resulted in a USD 2.9 billion net write-down in the Group's DTAs in the fourth quarter of 2017.

UBS generally revalues its DTAs in the fourth quarter of the financial year based on a reassessment of future profitability taking into account its updated business plans. UBS considers the performance of its businesses and the accuracy of historical forecasts, tax rates and other factors in evaluating the recoverability of UBS's DTAs, including the remaining tax loss carry-forward period and UBS's assessment of expected future taxable profits over the life of DTAs. Estimating future profitability is inherently subjective and is particularly sensitive to future economic, market and other conditions, which are difficult to predict.

UBS's results in recent periods have demonstrated that changes in the recognition of DTAs can have a very significant effect on its reported results. Any future change in the manner in which UBS remeasures DTAs could affect UBS's effective tax rate, particularly in the year in which the change is made.

UBS's full-year effective tax rate could change if aggregate tax expenses in respect of profits from branches and subsidiaries without loss coverage differ from what is expected. In particular, losses at entities that cannot be offset for tax purposes by net operating losses may increase UBS's effective tax rate. Moreover,
tax laws or the tax authorities in countries where UBS has undertaken legal structure changes may prevent
the transfer of tax losses incurred in one legal entity to newly organised or reorganised subsidiaries or
affiliates or may impose limitations on the utilisation of tax losses that relate to businesses formerly
conducted by the transferor. Were this to occur in situations where there were also limited planning
opportunities to utilise the tax losses in the originating entity, the DTAs associated with such tax losses
may be required to be written down through the income statement.

Changes in tax law may materially affect UBS's effective tax rate and in some cases may substantially
affect the profitability of certain activities. In addition, statutory and regulatory changes, as well as changes
to the way in which courts and tax authorities interpret tax laws including assertions that UBS is required
to pay taxes in a jurisdiction as a result of activities connected to that jurisdiction constituting a permanent
establishment or similar theory, and changes in UBS's assessment of uncertain tax positions, could cause
the amount of taxes UBS ultimately pays to materially differ from the amount accrued.

Refer to "Regulatory and legal developments" section of the Annual Report 2018 for more information.

Discontinuance of, or changes to, benchmark rates may require adjustments to UBS's agreements with
clients and other market participants, as well as to UBS's systems and processes

Since April 2013, the UK Financial Conduct Authority ("FCA") has regulated LIBOR and regulators in
other jurisdictions have increased oversight of other interbank offered rates ("IBORs") and similar
"benchmark" rates. Efforts to transition from IBORs to alternative benchmark rates are underway in several
jurisdictions. The FCA announced in July 2017 that it will not continue beyond 2021 to regulate LIBOR or
take other actions to sustain LIBOR, and urged users to plan the transition to alternative reference rates. As
a result, there can be no guarantee that LIBOR will be determined after 2021 on the same basis as at present,
if at all.

In the third quarter of 2018, the private-sector working group on euro risk-free rates recommended ESTER
(euro short-term rate) as the replacement for EONIA (Euro OverNight Index Average), which will be
prohibited by the EU Benchmark Regulation after 1 January 2020. Futures contracts referenced to the
Secured Overnight Financing Rate, the recommended successor to US dollar LIBOR, have begun trading
on the Chicago Mercantile Exchange. The Bank of England consulted on the development of Term SONIA
(Sterling Overnight Index Average) Reference Rates, which are expected to become available in the second
half of 2019. The International Swaps and Derivatives Association, as part of an FCA mandate, consulted
on preferred options for LIBOR transition fallbacks for derivatives. The FCA and the Prudential Regulation
Authority have written to the CEOs of banks and insurance companies in the UK, including UBS, seeking
assurance that senior managers and boards understand the risks associated with the transition away from
IBOR and are taking appropriate preparatory action to transition to alternative rates before the end of 2021.
In July 2018, the International Swaps and Derivatives Association launched a market-wide consultation on
technical issues related to new benchmark fallbacks for derivatives contracts that reference certain IBORs.

UBS has a substantial number of contracts linked to IBORs. The new risk-free alternative reference rates
do not provide a term structure and will therefore require a change in the contractual terms of products
currently indexed on terms other than overnight. In some cases contracts may contain provisions intended
to provide a fall-back interest rate in the event of a brief unavailability of the relevant IBOR. These
provisions may not be effective or may produce arbitrary results in the event of a permanent cessation of
the relevant IBOR. In addition, numerous of UBS's internal systems, limits and processes make use of
IBORs as reference rates. Transition to replacement reference rates will require significant effort.

UK withdrawal from the EU

UBS has planned its response to the UK withdrawal from the EU assuming that the UK would leave the
EU in March 2019, and given the continuing uncertainty on transition arrangements and the potential future
restrictions on providing financial services into the EU from the UK, UBS has completed the merger of
UBS Limited, its UK-based subsidiary, into UBS Europe SE, a German-headquartered European
subsidiary. As a result, UBS Europe SE is subject to direct supervision by the European Central Bank and
is considered a significant regulated subsidiary.

Clients and counterparties of UBS Limited who can be serviced by UBS AG, London Branch following the
exit of the UK from the EU have generally been migrated to that branch. The remaining clients and other
counterparties of UBS Limited were transferred to UBS Europe SE upon completion of a UK business transfer proceeding on 1 March 2019 and the merger of the two entities.

In connection with the merger, a small number of roles are being relocated from the UK to other European locations. UBS also expects to increase the loss-absorbing capacity of UBS Europe SE to reflect the additional activities it would acquire.

The UK’s Prudential Regulation Authority and FCA have opened registration for the Temporary Permissions Regime (“TPR”). This regime will allow firms and funds domiciled in the EEA that currently are passported into the UK to continue operating within the scope of their existing permissions for a limited period after the UK’s withdrawal. UBS has provided TPR notifications for UBS subsidiaries in the EEA that currently passport into the UK, in order to ensure the continuity of UK regulatory permissions in the event of a no-deal scenario.

In addition, the ESMA has taken measures to mitigate potential disruptions in a no-deal scenario. It agreed to recognize the three UK-authorized central counterparties (“CCPs”): LCH Limited, ICE Clear Europe Ltd and LME Clear Limited. This will allow them to continue to provide clearing services in the EU for a limited period in a no-deal scenario and will avoid the need to migrate UBS Europe SE’s current derivatives exposures from a UK CCP to an EU CCP ahead of the exit date. ESMA has also announced a recognition decision for the UK-authorized Central Securities Depository – Euroclear UK & Ireland Limited – for a limited period. This will make possible the continued use of the Euroclear UK & Ireland securities depository to settle Irish securities for as long as they are recognized by ESMA. These ESMA decisions will be effective from 31 October 2019 unless there is a change in circumstances.

If UBS experiences financial difficulties, FINMA has the power to open restructuring or liquidation proceedings or impose protective measures in relation to UBS Group AG, UBS AG or UBS Switzerland AG, and such proceedings or measures may have a material adverse effect on UBS's shareholders and creditors

Under the Swiss Banking Act, FINMA is able to exercise broad statutory powers with respect to Swiss banks and Swiss parent companies of financial groups, such as UBS Group AG, UBS AG and UBS Switzerland AG, if there is justified concern that the entity is over-indebted, has serious liquidity problems or, after the expiration of any relevant deadline, no longer fulfils capital adequacy requirements. Such powers include ordering protective measures, instituting restructuring proceedings (and exercising any Swiss resolution powers in connection therewith), and instituting liquidation proceedings, all of which may have a material adverse effect on shareholders and creditors or may prevent UBS Group AG, UBS AG or UBS Switzerland AG from paying dividends or making payments on debt obligations.

Protective measures may include, but are not limited to, certain measures that could require or result in a moratorium on, or the deferment of, payments. UBS would have limited ability to challenge any such protective measures, and creditors and shareholders would have no right under Swiss law or in Swiss courts to reject them, seek their suspension, or challenge their imposition, including measures that require or result in the deferment of payments.

If restructuring proceedings are opened with respect to UBS Group AG, UBS AG or UBS Switzerland AG, the resolution powers that FINMA may exercise include the power to (i) transfer all or some of the assets, debt and other liabilities, and contracts of the entity subject to proceedings to another entity, (ii) stay for a maximum of two business days a. the termination of, or the exercise of rights to terminate, netting rights, b. rights to enforce or dispose of certain types of collateral or c. rights to transfer claims, liabilities or certain collateral, under contracts to which the entity subject to proceedings is a party, and / or (iii) partially or fully write down the equity capital and, if such equity capital is fully written down, convert into equity or write down the capital and other debt instruments of the entity subject to proceedings. Shareholders and creditors would have no right to reject, or to seek the suspension of, any restructuring plan pursuant to which such resolution powers are exercised. They would have only limited rights to challenge any decision to exercise resolution powers or to have that decision reviewed by a judicial or administrative process or otherwise.

Upon full or partial write-down of the equity and debt of the entity subject to restructuring proceedings, the relevant shareholders and creditors would receive no payment in respect of the equity and debt that is written down, the write-down would be permanent, and the investors would not, at such time or at any time thereafter, receive any shares or other participation rights, or be entitled to any write-up or any other
compensation in the event of a potential recovery of the debtor. If FINMA orders the conversion of debt of the entity subject to restructuring proceedings into equity, the securities received by the investors may be worth significantly less than the original debt and may have a significantly different risk profile, and such conversion would also dilute the ownership of existing shareholders. In addition, creditors receiving equity would be effectively subordinated to all creditors of the restructured entity in the event of a subsequent winding up, liquidation or dissolution of the restructured entity, which would increase the risk that investors would lose all or some of their investment.

FINMA has significant discretion in the exercise of its powers in connection with restructuring proceedings. Furthermore, certain categories of debt obligations, such as certain types of deposits, are subject to preferential treatment. As a result, holders of obligations of an entity subject to a Swiss restructuring proceeding may have their obligations written down or converted into equity even though obligations ranking on par with or junior to such obligations are not written down or converted.

FINMA has expressed its preference for a single-point-of-entry resolution strategy for global systemically important financial groups, led by the bank's home supervisory and resolution authorities and focused on the top-level group company. This would mean that, if UBS AG or one of UBS Group AG's other subsidiaries faces substantial losses, FINMA could open restructuring proceedings with respect to UBS Group AG only and order a bail-in of its liabilities if there is a justified concern that in the near future such losses could affect UBS Group AG. In that case, it is possible that the obligations of UBS AG or any other subsidiary of UBS Group AG would remain unaffected and outstanding, while the equity capital and the capital and other debt instruments of UBS Group AG would be written down and/or converted into equity of UBS Group AG in order to recapitalise UBS AG or such other subsidiary.

**Liquidity risks**

*Liquidity and funding management are critical to UBS's ongoing performance*

The viability of UBS's business depends on the availability of funding sources, and UBS's success depends on its ability to obtain funding at times, in amounts, for tenors and at rates that enable it to efficiently support its asset base in all market conditions. UBS's funding sources have generally been stable, but could change in the future because of, among other things, general market disruptions or widening credit spreads, which could also influence the cost of funding. A substantial part of UBS's liquidity and funding requirements are met using short-term unsecured funding sources, including retail and wholesale deposits and the regular issuance of money market securities. A change in the availability of short-term funding could occur quickly.

Moreover, more stringent capital and liquidity and funding requirements will likely lead to increased competition for both secured funding and deposits as a stable source of funding, and to higher funding costs. The addition of loss-absorbing debt as a component of capital requirements, the regulatory requirements to maintain minimum TLAC at UBS's holding company and at subsidiaries, as well as the power of resolution authorities to bail in TLAC and other debt obligations, and uncertainty as to how such powers will be exercised, will increase UBS's cost of funding and could potentially increase the total amount of funding required, in the absence of other changes in UBS's business.

Reductions in UBS's credit ratings may adversely affect the market value of the securities and other obligations and increase UBS's funding costs, in particular with regard to funding from wholesale unsecured sources, and could affect the availability of certain kinds of funding. In addition, as experienced in connection with Moody's downgrade of UBS's long-term debt rating in June 2012, rating downgrades can require UBS to post additional collateral or make additional cash payments under trading agreements. UBS's credit ratings, together with its capital strength and reputation, also contribute to maintaining client and counterparty confidence, and it is possible that rating changes could influence the performance of some of UBS's businesses.

**Liquidity and funding**

The requirement to maintain a liquidity coverage ratio of high-quality liquid assets to estimated stressed short-term net cash outflows, the proposed requirement to maintain a net stable funding ratio, and other similar liquidity and funding requirements, oblige UBS to maintain high levels of overall liquidity, limit its ability to optimise interest income and expense, make certain lines of business less attractive and reduce UBS's overall ability to generate profits. The liquidity coverage ratio and net stable funding ratio
requirements are intended to ensure that UBS is not overly reliant on short-term funding and that it has sufficient long-term funding for illiquid assets. The relevant calculations make assumptions about the relative likelihood and amount of outflows of funding and available sources of additional funding in market-wide and firm-specific stress situations. There can be no assurance that in an actual stress situation UBS's funding outflows would not exceed the assumed amounts. Moreover, many of UBS's subsidiaries must comply with minimum capital, liquidity and similar requirements and as a result UBS Group AG and UBS AG have contributed a significant portion of their capital and provide substantial liquidity to these subsidiaries. These funds are available to meet funding and collateral needs in the relevant entities but are generally not readily available for use by the Group as a whole.

**Strategy, management and operations risks**

**UBS may not be successful in the ongoing execution of its strategic plans**

Over the last seven years, UBS has transformed its business to focus on its Global Wealth Management business and its universal bank in Switzerland, complemented by Asset Management and a significantly smaller and more capital efficient Investment Bank; UBS has substantially reduced the RWA and leverage ratio denominator ("LRD") usage in its Corporate Center – Non-core and Legacy Portfolio; and made significant cost reductions. UBS has recently provided an update on the execution of its strategy, updated its performance targets and provided guidance on capital and resources. Risk remains that UBS may not succeed in executing its strategy or achieving its performance targets, or may be delayed in doing so. Market events or other factors may adversely affect UBS's ability to achieve its objectives. Macroeconomic conditions, geopolitical uncertainty, changes to regulatory requirements and the continuing costs of meeting these requirements have prompted UBS to adapt its targets and ambitions in the past and UBS may need to do so again in the future.

To achieve its strategic plans, UBS expects to continue to make significant expenditures on technology and infrastructure to improve client experience, improve and further enable digital offerings and increase efficiency. UBS's investments in new technology may not fully achieve its objectives or improve its ability to attract and retain customers. In addition, UBS will likely face competition in providing digitally enabled offerings from both existing competitors and new financial service providers in various portions of the value chain. UBS's ability to develop and implement competitive digitally enabled offerings and processes will be an important factor in its ability to compete.

As part of its strategy, UBS seeks to improve its operating efficiency, in part by controlling its costs. UBS may not be able to identify feasible cost reduction opportunities that are consistent with its business goals and cost reductions may be realized later or may be smaller than UBS anticipates. Higher temporary and permanent regulatory costs and higher business demand than anticipated have partly offset cost reductions and delayed the achievement of UBS's past cost reduction targets, and UBS could continue to be challenged in the execution of its ongoing efforts to improve operating efficiency.

Changes in UBS's workforce as a result of outsourcing, nearshoring, offshoring, insourcing or staff reductions may introduce new operational risks that, if not effectively addressed, could affect UBS's ability to achieve cost and other benefits from such changes, or could result in operational losses. Such changes can also lead to expenses recognised in the income statement well in advance of the cost savings intended to be achieved through such workforce strategy; for example, if provisions for real estate lease contracts need to be recognised, or when, in connection with the closure or disposal of non-profitable operations, foreign currency translation losses previously recorded in other comprehensive income are reclassified to the income statement.

As UBS implements effectiveness and efficiency programs, it may also experience unintended consequences, such as the unintended loss or degradation of capabilities that it needs in order to maintain its competitive position, achieve its targeted returns or meet existing or new regulatory requirements and expectations. Refer to the "Our strategy" section of the Annual Report 2018 for more information.

**Operational risks affect UBS's business**

UBS's businesses depend on its ability to process a large number of transactions, many of which are complex, across multiple and diverse markets in different currencies, to comply with requirements of many different legal and regulatory regimes to which UBS is subject and to prevent, or promptly detect and stop, unauthorised, fictitious or fraudulent transactions. UBS also relies on access to, and on the functioning of,
systems maintained by third parties, including clearing systems, exchanges, information processors and central counterparties. Any failure of its or third-party systems could have an adverse effect on UBS. UBS's operational risk management and control systems and processes are designed to help ensure that the risks associated with its activities - including those arising from process error, failed execution, misconduct, unauthorised trading, fraud, system failures, financial crime, cyberattacks, breaches of information security, inadequate or ineffective access controls and failure of security and physical protection - are appropriately controlled. If UBS's internal controls fail or prove ineffective in identifying and remedying these risks, UBS could suffer operational failures that might result in material losses, such as the substantial loss it incurred from the unauthorised trading incident announced in September 2011.

UBS and other financial services firms have been subject to breaches of security and to cyber- and other forms of attack, some of which are sophisticated and targeted attacks intended to gain access to confidential information or systems, disrupt service or destroy data. These attacks may be attempted through the introduction of viruses or malware, phishing and other forms of social engineering, distributed denial of service attacks and other means. These attempts may occur directly, or using equipment or security passwords of UBS's employees, third party service providers or other users. In addition to external attacks, UBS has experienced loss of client data from failure by employees and others to follow internal policies and procedures and from misappropriation of UBS's data by employees and others. UBS may not be able to anticipate, detect or recognise threats to its systems or data and its preventative measures may not be effective to prevent an attack or a security breach. In the event of a security breach notwithstanding its preventative measures, UBS may not immediately detect a particular breach or attack. Once a particular attack is detected, time may be required to investigate and assess the nature and extent of the attack. A successful breach or circumvention of security of UBS's systems or data could have significant negative consequences for UBS, including disruption of its operations, misappropriation of confidential information concerning UBS or its customers, damage to its systems, financial losses for UBS or its customers, violations of data privacy and similar laws, litigation exposure and damage to UBS's reputation.

UBS is subject to complex and frequently changing laws and regulations governing the protection of client and personal data, such as the EU General Data Privacy Regulation. Ensuring that UBS complies with applicable laws and regulations when it collects, use and transfer personal information requires substantial resources and may affect the ways in which UBS conducts its business. In the event that it fails to comply with applicable laws, UBS may be exposed to regulatory fines and penalties and other sanctions. UBS may also incur such penalties if its vendors or other service providers or clients or counterparties fail to comply with these laws or to maintain appropriate controls over protected data. In addition, any loss or exposure of client or other data, may adversely damage UBS's reputation and adversely affect its business.

A major focus of US and other countries’ governmental policies relating to financial institutions in recent years has been on fighting money laundering and terrorist financing. UBS is required to maintain effective policies, procedures and controls to detect, prevent and report money laundering and terrorist financing, and to comply with applicable laws that are designed to combat money laundering and terrorist financing.

UBS is also subject to laws and regulations related to corrupt and illegal payments to government officials by others, such as the US Foreign Corrupt Practices Act and the UK Bribery Act. UBS has implemented policies, procedures and internal controls that are designed to comply with such laws and regulations. Notwithstanding this, US regulators have found deficiencies in the design and operation of anti-money laundering programs in UBS's US operations. UBS has undertaken a significant program to address these regulatory findings with the objective of fully meeting regulatory expectations for its programs. Failure to maintain and implement adequate programs to combat money laundering, terrorist financing or corruption, or any failure of UBS's programs in these areas, could have serious consequences both from legal enforcement action and from damage to UBS's reputation. Frequent changes in sanctions imposed and increasingly complex sanctions imposed on countries, entities and individuals increase UBS's cost of monitoring and complying with sanctions requirements and increase the risk that it will not timely identify previously permissible client activity that is subject to a sanction.

As a result of new and changed regulatory requirements and the changes UBS has made in its legal structure, the volume, frequency and complexity of UBS's regulatory and other reporting has significantly increased. Regulators have also significantly increased expectations for UBS's internal reporting and data aggregation, as well as management reporting. UBS has incurred and continues to incur significant costs to implement infrastructure to meet these requirements. Failure to timely and accurately meet external reporting requirements or to meet regulatory expectations for internal reporting, data aggregation and management reporting could result in enforcement action or other adverse consequences for UBS.
Certain types of operational control weaknesses and failures could also adversely affect UBS's ability to prepare and publish accurate and timely financial reports.

In addition, despite the contingency plans UBS has in place, its ability to conduct business may be adversely affected by a disruption in the infrastructure that supports its businesses and the communities in which UBS operates. This may include a disruption due to natural disasters, pandemics, civil unrest, war or terrorism and involve electrical, communications, transportation or other services UBS uses or used by third parties with whom it conducts business.

**UBS may not be successful in implementing changes in its wealth management businesses to meet changing market, regulatory and other conditions**

UBS’s wealth and asset management businesses operate in an environment of increasing regulatory scrutiny and changing standards with respect to fiduciary and other standards of care and the focus on mitigating or eliminating conflicts of interest between a manager or advisor and the client, which require effective implementation across the global systems and processes of investment managers and other industry participants. For example, the SEC proposed a new regulation and interpretation intended to enhance and clarify the duties of brokers and investment advisers to retail customers. The proposed requirements, if adopted, would apply to a large portion of Global Wealth Management’s business in the US, and UBS will likely be required to materially change business processes, policies and the terms on which it interacts with these clients in order to comply with these rules, if and when they become fully effective. In addition, MiFID II imposes new requirements on UBS when providing advisory services to clients in the EU, including new requirements for agreements with clients.

UBS experienced cross-border outflows over a number of years as a result of heightened focus by fiscal authorities on cross-border investment and fiscal amnesty programs, in anticipation of the implementation in Switzerland of the global automatic exchange of tax information, and as a result of the measures UBS has implemented in response to these changes. Further changes in local tax laws or regulations and their enforcement, the implementation of cross-border tax information exchange regimes, national tax amnesty or enforcement programs or similar actions may affect UBS’s clients’ ability or willingness to do business with UBS and result in additional cross-border outflows.

In recent years, Global Wealth Management's net new money inflows have come predominantly from clients in Asia Pacific and in the ultra high net worth segment globally. Over time, inflows from these lower-margin segments and markets have been replacing outflows from higher-margin segments and markets, in particular cross-border clients. This dynamic, combined with changes in client product preferences as a result of which low-margin products account for a larger share of UBS's revenues than in the past, has put downward pressure on Global Wealth Management's margins.

As the discussion above indicates, UBS is exposed to possible outflows of client assets in its asset-gathering businesses and to changes affecting the profitability of Global Wealth Management, in particular. Initiatives that UBS may implement to overcome the effects of changes in the business environment on its profitability, balance sheet and capital positions may not succeed in counteracting those effects and may cause net new money outflows and reductions in client deposits, as happened with UBS's balance sheet and capital optimisation program in 2015. There is no assurance that UBS will be successful in its efforts to offset the adverse effect of these or similar trends and developments.

**UBS's stated capital returns objective is based, in part, on capital ratios that are subject to regulatory change and may fluctuate significantly**

UBS plans to operate with a CET1 capital ratio of around 13% and a CET1 leverage ratio of around 3.7%. UBS's ability to maintain these ratios is subject to numerous risks, including the financial results of its businesses, the effect of changes to capital standards, methodologies and interpretation that may adversely affect the calculation of UBS's CET1 ratios, the imposition of risk add-ons or capital buffers, and the application of additional capital, liquidity and similar requirements to subsidiaries. The results of UBS's businesses may be adversely affected by events arising from other factors described herein. In some cases, such as litigation and regulatory risk and operational risk events, losses may be sudden and large. These risks could reduce the amount of capital available for return to shareholders and hinder UBS's ability to achieve its capital returns target of a progressive cash dividend coupled with a share repurchase program.
Failure to maintain its capital strength may adversely affect UBS's ability to execute its strategy, its client franchise and its competitive position

UBS's capital strength is a key component of its strategy. Capital strength enables UBS to grow its businesses, and absorb increases in regulatory and capital requirements. It reassures UBS's clients and stakeholders, forms the basis for its capital return policy and contributes to its credit ratings. UBS's capital ratios are driven primarily by RWA, LRD and eligible capital, all of which may fluctuate based on a number of factors, some of which are outside UBS's control.

UBS's eligible capital may be reduced by losses recognised within net profit or other comprehensive income. Eligible capital may also be reduced for other reasons, including certain reductions in the ratings of securitisation exposures, acquisitions and divestments changing the level of goodwill, adverse currency movements affecting the value of equity, prudential adjustments that may be required due to the valuation uncertainty associated with certain types of positions, and changes in the value of certain pension fund assets and liabilities or in the interest rate and other assumptions used to calculate the changes in UBS's net defined benefit obligation recognised in other comprehensive income.

RWA are driven by UBS's business activities, by changes in the risk profile of its exposures, by changes in its foreign currency exposures and foreign exchange rates and by regulation. For instance, substantial market volatility, a widening of credit spreads, adverse currency movements, increased counterparty risk, deterioration in the economic environment or increased operational risk could result in an increase in RWA. UBS has significantly reduced its market risk and credit risk RWA in recent years. However, increases in operational risk RWA, particularly those arising from litigation, regulatory and similar matters, and regulatory changes in the calculation of RWA and regulatory add-ons to RWA have offset a substantial portion of this reduction. Changes in the calculation of RWA or, as discussed above, the imposition of additional supplemental RWA charges or multipliers applied to certain exposures and other methodology changes, as well as the implementation of the recently adopted changes to international capital standards for banks, could substantially increase UBS's RWA.

The leverage ratio is a balance sheet-driven measure and therefore limits balance sheet-intensive activities, such as lending, more than activities that are less balance sheet intensive, and it may constrain UBS's business even if it satisfies other risk-based capital requirements. UBS's LRD is driven by, among other things, the level of client activity, including deposits and loans, foreign exchange rates, interest rates and other market factors. Many of these factors are wholly or partially outside of UBS's control.

Refer to the "Regulatory and legal developments" section of the Annual Report 2018 and to the "Recent developments" section of the UBS Group First Quarter 2019 Report for more information.

UBS may be unable to identify or capture revenue or competitive opportunities, or retain and attract qualified employees

The financial services industry is characterised by intense competition, continuous innovation, restrictive, detailed, and sometimes fragmented regulation and ongoing consolidation. UBS faces competition at the level of local markets and individual business lines, and from global financial institutions that are comparable to UBS in their size and breadth. Barriers to entry in individual markets and pricing levels are being eroded by new technology. UBS expects these trends to continue and competition to increase. Its competitive strength and market position could be eroded if UBS is unable to identify market trends and developments, does not respond to such trends and developments by devising and implementing adequate business strategies, does not adequately develop or update its technology including its digital channels and tools, or is unable to attract or retain the qualified people needed.

The amount and structure of UBS's employee compensation is affected not only by its business results but also by competitive factors and regulatory considerations.

In recent years, in response to the demands of various stakeholders, including regulatory authorities and shareholders, and in order to better align the interests of UBS's staff with other stakeholders, UBS has increased average deferral periods for stock awards, expanded forfeiture provisions and, to a more limited extent, introduced clawback provisions for certain awards linked to business performance. UBS has also introduced individual caps on the proportion of fixed to variable pay for the Group Executive Board ("GEB") members, as well as certain other employees.
Constraints on the amount or structure of employee compensation, higher levels of deferral, performance conditions and other circumstances triggering the forfeiture of unvested awards may adversely affect UBS's ability to retain and attract key employees. The loss of key staff and the inability to attract qualified replacements could seriously compromise UBS's ability to execute its strategy and to successfully improve its operating and control environment, and could affect its business performance. Swiss law requires that shareholders approve the compensation of the Board of Directors ("BoD") and the GEB each year. If UBS's shareholders fail to approve the compensation for the GEB or the BoD, this could have an adverse effect on its ability to retain experienced directors and its senior management.

**UBS depends on its risk management and control processes to avoid or limit potential losses in its businesses**

Controlled risk-taking is a major part of the business of a financial services firm. Some losses from risk-taking activities are inevitable, but to be successful over time, UBS must balance the risks it takes against the returns generated. Therefore UBS must diligently identify, assess, manage and control its risks, not only in normal market conditions but also as they might develop under more extreme, stressed conditions, when concentrations of exposures can lead to severe losses.

As seen during the financial crisis of 2007–2009, UBS has not always been able to prevent serious losses arising from extreme or sudden market events that are not anticipated by its risk measures and systems. UBS's risk measures, concentration controls and the dimensions in which UBS aggregated risk to identify correlated exposures proved inadequate in a historically severe deterioration in financial markets. As a result, it recorded substantial losses on fixed income trading positions, particularly in 2008 and 2009. UBS has substantially revised and strengthened its risk management and control framework and increased the capital it holds relative to the risks it takes. Nonetheless, UBS could suffer further losses in the future if for example:

(i) it does not fully identify the risks in its portfolio, in particular risk concentrations and correlated risks;

(ii) its assessment of the risks identified, or its response to negative trends, proves to be untimely, inadequate, insufficient or incorrect;

(iii) markets move in ways that UBS does not expect – in terms of their speed, direction, severity or correlation – and UBS's ability to manage risks in the resulting environment is, therefore, affected;

(iv) third parties to whom UBS has credit exposure or whose securities it holds are severely affected by events and UBS suffers defaults and impairments beyond the level implied by its risk assessment; or

(v) collateral or other security provided by UBS's counterparties proves inadequate to cover their obligations at the time of default.

UBS has exposures related to real estate in various countries, including a substantial Swiss mortgage portfolio. Although it believes this portfolio is prudently managed, UBS could nevertheless be exposed to losses if a substantial deterioration in the Swiss real estate market were to occur. UBS also holds legacy risk positions, primarily in Corporate Center, that, in many cases, are illiquid and may again deteriorate in value.

UBS also manages risk on behalf of its clients. The performance of assets UBS holds for its clients may be adversely affected by the same factors mentioned above. If clients suffer losses or the performance of their assets held with UBS is not in line with relevant benchmarks against which clients assess investment performance, UBS may suffer reduced fee income and a decline in assets under management, or withdrawal of mandates.

Investment positions, such as equity investments made as part of strategic initiatives and seed investments made at the inception of funds that UBS manages, may also be affected by market risk factors. These investments are often not liquid and generally are intended or required to be held beyond a normal trading horizon. Deteriorations in the fair value of these positions would have a negative effect on UBS's earnings.
UBS AG's operating results, financial condition and ability to pay its obligations in the future may be affected by funding, dividends and other distributions received from UBS Switzerland AG, UBS Americas Holding LLC, UBS Europe SE and other subsidiaries, which may be subject to restrictions

UBS AG's ability to pay its obligations in the future may be affected by the level of funding, dividends and other distributions, if any, received from UBS Switzerland AG and other subsidiaries. The ability of such subsidiaries to make loans or distributions, directly or indirectly, to UBS AG may be restricted as a result of several factors, including restrictions in financing agreements and the requirements of applicable law and regulatory, fiscal or other restrictions. In particular, UBS AG's direct and indirect subsidiaries, including UBS Switzerland AG, UBS Americas Holding LLC and UBS Europe SE, are subject to laws and regulations that restrict dividend payments, authorise regulatory bodies to block or reduce the flow of funds from those subsidiaries to UBS AG, or could affect their ability to repay any loans made to, or other investments in, such subsidiary by UBS AG or another member of the Group. For example, the US CCAR process requires that UBS's US intermediate holding company demonstrate that it can continue to meet minimum capital standards over a hypothetical nine-quarter severely adverse economic scenario. If it fails to meet the quantitative capital requirements, or the Federal Reserve Board's qualitative assessment of the capital planning process is adverse, UBS's US intermediate holding company would be prohibited from paying dividends or making distributions. Restrictions and regulatory actions of this kind could impede access to funds that UBS AG may need to meet its obligations. In addition, UBS AG's right to participate in a distribution of assets upon a subsidiary's liquidation or reorganisation is subject to all prior claims of the subsidiary's creditors.

Furthermore, UBS AG may guarantee some of the payment obligations of certain of its subsidiaries from time to time. These guarantees may require UBS AG to provide substantial funds or assets to subsidiaries or their creditors or counterparties at a time when UBS AG is in need of liquidity to fund its own obligations.

**Reputational risk**

**UBS's reputation is critical to its success**

UBS's reputation is critical to the success of its strategic plans, business and prospects. Reputational damage is difficult to reverse, and improvements tend to be slow and difficult to measure. UBS's reputation has been adversely affected by its losses during the financial crisis, investigations into its cross-border private banking services, criminal resolutions of LIBOR-related and foreign exchange matters, as well as other matters. UBS believes that reputational damage as a result of these events was an important factor in its loss of clients and client assets across its asset-gathering businesses. New events that cause reputational damage could have a material adverse effect on UBS's results of operation and financial condition, as well as UBS's ability to achieve its strategic goals and financial targets.

**Estimation and valuation risk**

**UBS's financial results may be negatively affected by changes to assumptions and valuations, as well as changes to accounting standards**

UBS prepares its consolidated financial statements in accordance with International Financial Reporting Standards ("IFRS"). The application of these accounting standards requires the use of judgment based on estimates and assumptions that may involve significant uncertainty at the time they are made. This is the case, for example, with respect to the measurement of fair value of financial instruments, the recognition of deferred tax assets, the assessment of the impairment of goodwill and estimation of provisions for contingencies, including litigation, regulatory and similar matters. Such judgments, including the underlying estimates and assumptions, which encompass historical experience, expectations of the future and other factors, are regularly evaluated to determine their continuing relevance based on current conditions. Using different assumptions could cause the reported results to differ. Changes in assumptions, or failure to make the changes necessary to reflect evolving market conditions, may have a significant effect on the financial statements in the periods when changes occur. Estimates of provisions for contingencies may be subject to a wide range of potential outcomes and significant uncertainty. For example, the broad range of potential outcomes in UBS's proceeding in France increases the uncertainty associated with assessing the appropriate provision. If the estimates and assumptions in future periods deviate from the current outlook, UBS's financial results may also be negatively affected.
Changes to IFRS or interpretations thereof may cause future reported results and financial position to differ from current expectations, or historical results to differ from those previously reported due to the adoption of accounting standards on a retrospective basis. Such changes may also affect UBS's regulatory capital and ratios. For example, UBS adopted IFRS 9 effective on 1 January 2018, which required it to change the accounting treatment of financial instruments measured at amortized cost and certain other positions, to record loans from inception net of expected credit losses instead of recording credit losses on an incurred loss basis, and is generally expected to result in an increase in recognized credit loss allowances. In addition, the ECL provisions of IFRS 9 may result in greater volatility in credit loss expense as ECL changes in response to developments in the credit cycle and composition of UBS's loan portfolio. The effect may be more pronounced in a deteriorating economic environment. Refer to the "Critical accounting estimates and judgments" section and "Note 1 Summary of significant accounting policies" in the "Consolidated financial statements" section of the Annual Report 2018 as well as to "Note 1 Basis of accounting" in the "Consolidated financial statements" section of the UBS AG First Quarter 2019 Report for more information.

RISKS RELATING TO THE NOTES

General

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus/Base Listing Particulars or any applicable supplement;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the currency in which such investor's financial activities are principally denominated;

(iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the assistance of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although applications have been made for the Notes issued under the Programme to be admitted to the Luxembourg Stock Exchange's regulated market, the Euro MTF Market of the Luxembourg Stock Exchange, the Regulated Market and the Global Exchange Market of Euronext Dublin, there is no assurance that such applications will be accepted, that any particular Tranche of Notes
will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

In addition, holders of Notes should be aware that, in view of the prevailing and widely reported global credit market conditions (which continue at the date hereof), the secondary market for Notes and instruments of this kind may be illiquid. The Issuer cannot predict when these circumstances will change.

**Ratings**

Details of the solicited credit ratings assigned by Standard & Poor's, Moody's, Fitch Ratings and Scope Ratings to UBS AG can be found in Element B.17 (Ratings assigned to the Issuers or their Debt Securities) of the “Summary” section of this Base Prospectus and in the section of this Base Prospectus headed "Description of UBS AG".

Where a rating has been solicited for a particular Tranche of Notes, the applicable rating(s) will be specified in the relevant Final Terms. Where a Tranche of Notes is rated by Standard & Poor's, Moody's, Fitch Ratings and/or Scope Ratings, such rating(s) will not necessarily be the same as the rating(s) assigned to UBS AG described in this Base Prospectus or the rating(s) assigned by such credit rating agencies to Notes already issued.

Whether or not each credit rating applied for in relation to a relevant Tranche of Notes is (1) issued by a credit rating agency established in the EU and registered under the CRA Regulation, (2) issued by a credit rating agency which is not established in the EU but will be endorsed by a credit rating agency which is established in the EU and registered under the CRA Regulation or (3) issued by a credit rating agency which is not established in the EU but which is certified under the CRA Regulation will be disclosed in the relevant Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EU and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the EU but is endorsed by a credit rating agency established in the EU and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EU which is certified under the CRA Regulation. In Australia, credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Base Prospectus/Base Listing Particulars and anyone who receives this Base Prospectus/Base Listing Particulars must not distribute it to any person who is not entitled to receive it.

Unsolicited ratings, which may differ from the ratings expected to be assigned by Standard & Poor's, Moody's, Fitch Ratings and Scope Ratings, may also be assigned to the Notes by other credit rating agencies. Issuance of an unsolicited credit rating which is lower than the ratings assigned by Standard & Poor's, Moody's, Fitch Ratings and Scope Ratings may adversely affect the market value and/or liquidity of Notes issued under the Programme.

Any rating assigned to the Notes may not reflect the potential impact of all risks related to structure, market, additional factors discussed in these risk factors, and other factors that may affect the value of such Notes. A credit rating and/or a corporate rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal by the rating agency at any time. Any adverse change in an applicable credit rating could adversely affect the trading price of, and market for, Notes issued under the Programme.

**Interest rate risks**

Investment in fixed rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of fixed rate Notes.

**The method pursuant to which the Rate of Interest for any Floating Rate Note is determined may adversely affect the value of and return on such Notes.**

Certain Reference Rates, including LIBOR, are deemed to be "benchmarks" and are the subject of ongoing national and international regulatory scrutiny and reforms. Some of these reforms are already effective, while others are still to be formulated or implemented, as further described in "— Discontinuance of, or
changes to, benchmark rates may require adjustments to UBS's agreements with clients and other market participants, as well as to UBS's systems and processes" above.

As a result, if such a "benchmark" is specified as the Reference Rate for the purposes of determining the Rate of Interest for a Series of Floating Rate Notes, there can be no guarantee that such Reference Rate will be determined, in the future, on the same basis as at the relevant Issue Date (if at all).

More generally, any of the above mentioned changes or any other consequential changes to any "benchmark" on which interest payments under any Floating Rate Notes are based as a result of international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes, could have a material adverse effect on the value of and return on such Notes.

**Floating Rate Notes - Fallbacks**

Pursuant to the Terms and Conditions of the Notes, if the Reference Rate for any Floating Rate Notes (other than those which reference SOFR) does not appear on the Relevant Screen Page at the Relevant Time on any Interest Determination Date, the Rate of Interest applicable to the related Interest Period will be determined by the Calculation Agent by averaging quotes obtained from reference banks, if available, or, if no such quotes are available, by reference to the Rate of Interest determined as at the last preceding Interest Determination Date (the "Fallback Mechanism"). The application of the Fallback Mechanism to any such Floating Rate Notes may result in interest payments that are substantially lower than the payments of interest that would have been made if the relevant Reference Rate had appeared on the Relevant Screen Page. See also "Floating Rate Notes – Benchmark Replacement" below.

Pursuant to the Terms and Conditions of the Notes, for any Floating Rate Notes that reference SOFR, if for any SOFR Reset Date, the Secured Overnight Financing Rate may no longer be used or is no longer published by the Federal Reserve Bank of New York (the "Federal Reserve"), the Calculation Agent will use the fallback provisions specified in Condition 6(c) (Interest - Floating Rate Notes which reference SOFR) (the "SOFR Fallbacks"), which include using the replacement rate, if any, recommended by the Board of Governors of the Federal Reserve System and/or the Federal Reserve in place of the Secured Overnight Financing Rate to determine the Rate of Interest applicable to the relevant SOFR Interest Period. If no such rate has been recommended within one U.S. Government Securities Business Day, the Calculation Agent will use the Federal Reserve's Overnight Bank Funding Rate ("OBFR") to determine the Rate of Interest applicable to the relevant SOFR Interest Period and all future SOFR Interest Periods. If OBFR may no longer be used or is no longer published by the Federal Reserve, then the Calculation Agent will use the short-term interest rate target set by the Federal Open Market Committee (or the mid-point of the short-term interest rate target range if the Federal Open Market Committee has not set a single rate) to determine the Rate of Interest applicable to the relevant SOFR Interest Period and all future SOFR Interest Periods. These provisions may result in the use of a reference rate that is not the same as the Secured Overnight Financing Rate as at the relevant Issue Date for the calculation of the Rate of Interest for the remainder of the term of the Notes, and such rate may have different characteristics from the Secured Overnight Financing Rate as at the relevant Issue Date, including being based on different periods of time. The use of a reference rate other than the Secured Overnight Financing Rate in the form it is in on the relevant Issue Date may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments of interest that would have been made if the Secured Overnight Financing Rate remained available in the same form as it was in as at the relevant Issue Date. See also "Floating Rate Notes – Benchmark Replacement" below.

**Floating Rate Notes – Benchmark Replacement**

If the relevant Final Terms specify that Condition 6(f) (Benchmark Replacement for Floating Rate Notes (other than Floating Rate Notes which reference SOFR)) is applicable, notwithstanding the Fallback Mechanism in respect of any Floating Rate Notes (other than those which reference SOFR), and if the Issuer (in consultation with the Calculation Agent) determines that an event as set out in Condition 6(f) (Benchmark Replacement for Floating Rate Notes (other than Floating Rate Notes which reference SOFR)) has occurred in respect of the applicable Reference Rate (the “Existing Reference Rate”), then the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine, in its reasonable discretion, an alternative reference rate that has replaced the Existing Reference Rate in customary market usage or, if it determines that no such rate has replaced the Existing Reference Rate, such other rate that it reasonably determines is most comparable to the Existing Reference Rate in accordance with the terms of Condition
6(f)(A) (the "Alternative Reference Rate"). If the Issuer is not able to appoint an Independent Adviser, using reasonable endeavours, then the Issuer (in consultation with the Calculation Agent) may make these determinations itself. Any such determination may also result in changes to, inter alia, the definitions of Day Count Fraction, Business Day and/or Interest Determination Date and any method for determining the Rate of Interest if such Alternative Reference Rate is unavailable on the relevant Interest Determination Date, which alternative method must be consistent with any Alternative Reference Rate that has broad market support. Furthermore, if an Alternative Reference Rate is determined by an Independent Adviser or the Issuer in accordance with the terms of Condition 6(f) (Benchmark Replacement for Floating Rate Notes (other than Floating Rate Notes which reference SOFR)), the Independent Adviser (in consultation with the Issuer) or the Issuer (following consultation with the Calculation Agent), as the case may be, may also determine whether to apply an adjustment spread (which spread may be positive or negative) or a formula or methodology for calculating such an adjustment spread, to such Alternative Reference Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders and Couponholders as a result of the replacement of the Existing Reference Rate with the Alternative Reference Rate. If it has been determined that an event as set out in Condition 6(f) ((Benchmark Replacement for Floating Rate Notes (other than Floating Rate Notes which reference SOFR)) has occurred in respect of the Existing Reference Rate, but (i) the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser appointed by the Issuer fails to determine an Alternative Reference Rate, and (ii) the Issuer is unable or unwilling to determine the Alternative Reference Rate, the Rate of Interest for the Affected Interest Period will be determined by reference to the Rate of Interest determined as at the last preceding Interest Determination Date.

In respect of any Floating Rate Notes which reference SOFR, if the relevant Final Terms specify that Condition 6(g) (Benchmark Replacement for Floating Rate Notes which reference SOFR) is applicable and the conditions set out in the definition of SOFR in Condition 6(c) (Interest - Floating Rate Notes which reference SOFR) have been satisfied, then the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine, in its reasonable discretion, an alternative reference rate that has replaced SOFR in customary market usage or, if it determines that no such rate has replaced SOFR, such other rate that it reasonably determines is most comparable to SOFR in accordance with the terms of Condition 6(g)(A) (the "Alternative SOFR Reference Rate"). If the Issuer is not able to appoint an Independent Adviser, using reasonable endeavours, then the Issuer (in consultation with the Calculation Agent) may make these determinations itself. Any such determination may also result in changes to Condition 6(c) (Interest - Floating Rate Notes which reference SOFR) and any method for determining the Rate of Interest if such Alternative SOFR Reference Rate is unavailable on the relevant SOFR Determination Date, which alternative method must be consistent with any Alternative SOFR Reference Rate that has broad market support. Furthermore, if an Alternative SOFR Reference Rate is determined by an Independent Adviser or the Issuer in accordance with the terms of Condition 6(g) (Benchmark Replacement for Floating Rate Notes which reference SOFR), the Independent Adviser (in consultation with the Issuer) or the Issuer (following consultation with the Calculation Agent), as the case may be, may also determine whether to apply an adjustment spread (which spread may be positive or negative) or a formula or methodology for calculating such an adjustment spread, to such Alternative SOFR Reference Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders and Couponholders as a result of the replacement of SOFR with the Alternative SOFR Reference Rate. If the conditions set out in the definition of SOFR in Condition 6(c) (Interest - Floating Rate Notes which reference SOFR) triggering the application of Condition 6(g) (Benchmark Replacement for Floating Rate Notes which reference SOFR) have been satisfied, but (i) the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser appointed by the Issuer fails to determine an Alternative SOFR Reference Rate, and (ii) the Issuer is unable or unwilling to determine the Alternative SOFR Reference Rate, SOFR for the Affected SOFR Reset Date, for all succeeding SOFR Reset Dates in the Affected Interest Period for SOFR and for all SOFR Reset Dates in the SOFR Interest Periods thereafter will be determined by reference to SOFR determined as at the last SOFR Determination Date preceding the Affected SOFR Reset Date.

The use of either the Alternative Reference Rate or the Alternative SOFR Reference Rate (including the determination to use (or not use) an Adjustment Spread in respect of the Alternative Reference Rate or Alternative SOFR Reference Rate) may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments that could have been made on such Notes if the Existing Reference Rate or SOFR, as applicable, remained available in its current form. Furthermore, if the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser appointed by the Issuer fails to determine an Alternative Reference Rate or Alternative SOFR Reference Rate, as applicable, the
Issuer may have to exercise its discretion to determine (or to elect not to determine) an Alternative Reference Rate or Alternative SOFR Reference Rate, as applicable, in accordance to Condition 6(f)(C) and 6(g)(C), as applicable, in a situation in which it is presented with a conflict of interest.

Any such consequences could have an adverse effect on the value and marketability of, and return on, such Notes.

**The market continues to develop in relation to the use of SOFR as a reference rate**

The Rate of Interest for a Series of Floating Rate Notes may be determined by reference to the Secured Overnight Financing Rate (for purposes of this risk factor, "SOFR"), which is published by the Federal Reserve and is intended to be a broad measure of the cost of borrowing cash overnight collateralised by Treasury securities and a current preferred replacement rate to U.S. LIBOR. The Federal Reserve notes on its publication page for SOFR that the Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice. Investors should be aware that the market continues to develop in relation to SOFR as a reference rate in the capital markets and its adoption as an alternative to U.S. LIBOR. Furthermore, where the rate of interest for a Series of Floating Rate Notes is determined by reference to SOFR, interest will be determined on the basis of Weighted Average SOFR (as defined in the Terms and Conditions of the Notes). Weighted Average SOFR differs from U.S. LIBOR in a number of material respects. As such, investors in Floating Rate Notes that reference SOFR should be aware that U.S. LIBOR and Weighted Average SOFR may behave materially differently.

The market or a significant part thereof may adopt an application of SOFR that differs significantly from that set out in the Terms and Conditions of the Notes and used in relation to the Floating Rate Notes that reference SOFR issued under the Programme or other debt instruments that reference SOFR. The Issuer may in the future also issue floating rate notes referencing SOFR that differ materially in terms of interest determination when compared with any previous SOFR referenced Floating Rate Notes issued by it under the Programme. The development of SOFR as a reference rate, as well as continued development of SOFR-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Floating Rate Notes which reference SOFR issued under the Programme from time to time.

Furthermore, the Rate of Interest on Floating Rate Notes which reference SOFR is only capable of being determined at the end of the relevant Observation Period or on the SOFR Reset Date immediately prior to the first day of the relevant Suspension Period (as applicable and in each case as defined in the Terms and Conditions of the Notes) and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Floating Rate Notes which reference SOFR to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their information technology systems, both of which could adversely impact the liquidity of such Notes. Further, in contrast to LIBOR-linked Notes, if Floating Rate Notes referencing SOFR become due and payable as a result of an event of default under Condition 11 (Events of Default), the Rate of Interest applicable to the final SOFR Interest Period in respect of such Notes shall only be determined on the SOFR Determination Date immediately prior to the date on which the Floating Rate Notes become due and payable, rather than on the date on which such Notes become due and payable.

In addition, the manner of adoption or application of SOFR reference rates in the debt capital markets may differ materially when compared with the application and adoption of SOFR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SOFR reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Floating Rate Notes referencing SOFR.

Since SOFR is relatively new market index, Floating Rate Notes referencing SOFR may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SOFR, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Notes may be lower than those of later-issued indexed debt securities as a result. Further, if SOFR does not prove to be widely used in securities like the Floating Rate Notes, the trading price of such Notes referencing SOFR may be lower than those of Notes linked to indices that are more widely used. Investors in Notes referencing SOFR may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield
comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. There can also be no guarantee that SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Floating Rate Notes referencing SOFR, as the case may be. If the manner in which SOFR is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes.

**Notes issued at a substantial discount or premium**

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

**The Notes may be redeemed prior to maturity**

Unless in the case of any particular Tranche of Notes the relevant Final Terms specifies otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed by or on behalf of the jurisdiction of establishment of the relevant Branch through which the Issuer is acting (if applicable), Switzerland, or any other jurisdiction in which the Issuer is or becomes subject to tax, or any political subdivision thereof or any authority therein or thereof having power to tax as a result of any change in laws or regulations of the relevant jurisdiction, the Issuer may redeem all outstanding Notes in accordance with the Terms and Conditions of the Notes.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms specifies that the Notes are redeemable at the Issuer's option pursuant to an Issuer Call and/or a Make-Whole Redemption, such Notes will be redeemable at the Issuer's option in whole or in part, with regards to an Issuer Call, and in whole but not in part, with regards to a Make-Whole Redemption, on any Optional Redemption Date or Make-Whole Redemption Date, as applicable. Accordingly, upon the occurrence of an Optional Redemption Date or Make-Whole Redemption Date, as the case may be, the Issuer may choose to redeem the relevant Notes at times when its cost of alternative borrowing is lower than the interest rate on the relevant Notes. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes. Potential investors should consider whether and how to reinvest the proceeds of such redemption in light of other investments available at that time. There can be no assurance that holders will be able to reinvest the redemption proceeds at a rate that will provide the same rate of return as their investment in the relevant Notes. During any period when the Issuer has the right to elect to redeem the relevant Notes, the market value of the relevant Notes generally will not rise substantially above the price at which they can be redeemed. There is no requirement to redeem the relevant Notes or any other debt instruments of the Issuer which rank pari passu with the relevant Notes being redeemed on a pro rata basis or otherwise should the Issuer exercise its right to redeem the relevant Notes pursuant to an Issuer Call or a Make-Whole Redemption.

In the case of any particular Tranche of Notes the relevant Final Terms specifies that the Notes are redeemable at the Issuer's option in certain other circumstances the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

**If the Issuer experiences financial difficulties, FINMA has the power to open restructuring or liquidation proceedings in respect of, and/or impose protective measures in relation to, the Issuer, which proceedings or measures may have a material adverse effect on the terms and market value of Notes and/or the ability of the Issuer to make payments thereunder**

FINMA has broad statutory powers to take measures and actions in relation to the Issuer if (i) it concludes that there is justified concern that the Issuer is over-indebted or has serious liquidity problems or (ii) the Issuer fails to fulfil the applicable capital adequacy requirements (whether on a standalone or consolidated basis) after expiry of a deadline set by FINMA. If one of these pre-requisites is met, FINMA is authorised to open restructuring proceedings or liquidation (bankruptcy) proceedings in respect of, and/or impose protective measures in relation to, the Issuer. The Swiss Banking Act grants significant discretion to FINMA in connection with the aforementioned proceedings and measures. In particular, a broad variety of
protective measures may be imposed by FINMA, including a bank moratorium or a maturity postponement, which measures may be ordered by FINMA either on a stand-alone basis or in connection with restructuring or liquidation proceedings. The resolution regime of the Swiss Banking Act is further detailed in the Ordinance of 30 August 2012, of FINMA on the Insolvency of Banks and Securities Dealers, as may be amended from time to time (the “BIO-FINMA”).

In restructuring proceedings, FINMA, as resolution authority, is competent to approve the restructuring plan. The restructuring plan may, among other things, provide for (a) the transfer of all or a portion of the Issuer's assets, debts, other liabilities and contracts (which may or may not include the contractual relationship between the Issuer and the Noteholders) to another entity, (b) a stay (for a maximum of two business days) on the termination of contracts to which the Issuer is a party, and/or the exercise of (w) rights to terminate, (x) netting rights, (y) rights to enforce or dispose of collateral or (z) rights to transfer claims, liabilities or collateral under contracts to which the Issuer is a party, (c) the conversion of the Issuer's debt and/or other obligations, including its obligations under the Notes, into equity (a "debt-to-equity" swap), and/or (d) the partial or full write-off of obligations owed by the Issuer (a "write-off"), including its obligations under the Notes. The BIO-FINMA provides that a debt-to-equity swap and/or a write-off of debt and other obligations (including the Notes) may take place only after (i) all debt instruments issued by the Issuer qualifying as additional tier 1 capital or tier 2 capital have been converted into equity or write-off, as applicable, and (ii) the existing equity of the Issuer has been fully cancelled. While the BIO-FINMA does not expressly address the order in which a write-off of debt instruments other than debt instruments qualifying as additional tier 1 capital or tier 2 capital should occur, it states that debt-to-equity swaps should occur in the following order: first, all subordinated claims not qualifying as regulatory capital, second, all other claims not excluded by law from a debt-to-equity swap (other than deposits), and third, deposits (in excess of the amount privileged by law). However, given the broad discretion granted to FINMA as the resolution authority, any restructuring plan in respect of the Issuer could provide that the claims under or in connection with the Notes will be partially or fully converted into equity or written-off, while preserving other obligations of the Issuer that rank pari passu with, or even junior to, the Issuer's obligations under the Notes. Consequently, Noteholders may lose all of some of their investment in the Notes.

If the Issuer were to be subject to restructuring proceedings, the creditors whose claims are affected by the restructuring plan would not have a right to vote on, reject, or seek the suspension of the restructuring plan. In addition, if a restructuring plan with respect to the Issuer has been approved by FINMA, the rights of a creditor to challenge the restructuring plan or have the restructuring plan reviewed by a judicial or administrative process or otherwise (e.g., on the grounds that the plan would unduly prejudice the Noteholder's rights or otherwise be in violation of the Swiss Banking Act) are very limited. Even if any of the Issuer's creditors were to successfully challenge the restructuring plan in court, the court could only require the relevant creditors to be compensated ex post and there is currently no guidance as to on what basis such compensation would be calculated and how it would be funded. Any such challenge (even if successful) would not suspend, or result in the suspension of, the implementation of the restructuring plan.

_Because the Global Notes are held by or on behalf of Euroclear, Clearstream Luxembourg, Clearstream Frankfurt, SIS and/or DTC and the Uncertificated Swiss SIS Notes are registered with SIS, investors will have to rely on their procedures for transfer, payment and communication with the Issuer_

Certain Series of Notes issued under the Programme may be represented by one or more Global Notes or issued as Uncertificated Swiss SIS Notes:

- In the case of Global Notes, if the relevant Final Terms specifies that the New Global Note form is not applicable or the Global Registered Notes are not to be held under the New Safekeeping Structure, such Global Notes will be deposited with a common depositary for Euroclear Bank SA/NV ("Euroclear"), Clearstream Banking S.A. ("Clearstream Luxembourg"), Clearstream Banking AG ("Clearstream Frankfurt") or with or on behalf of DTC or, in the case of Bearer SIS Notes, with SIX SIS Ltd ("SIS") or such other intermediary (Verswahrungsstelle) in Switzerland recognised by the SIX Swiss Exchange for purposes of Art. 6 para. 1 lit. c of the FISA (the "SIS Note Intermediary"). If the New Global Note form is applicable or the relevant Global Registered Note is to be held under the New Safekeeping Structure, then the Global Notes will be deposited with a common safekeeper for Euroclear and/or Clearstream Luxembourg.

- In the case of Uncertificated Swiss SIS Notes, such Notes will be entered into the main register (Hauptregister) of SIS or any other SIS Note Intermediary.
Except in the circumstances described in the relevant Conditions, investors will not be entitled to receive definitive Notes.

Euroclear, Clearstream Luxembourg, Clearstream Frankfurt, and/or DTC will maintain records of the beneficial interests in the Global Notes. In the case of SIS Notes, the records of the SIS Note Intermediary will determine the number of SIS Notes held through each participant in the SIS Note Intermediary. While the Notes are represented by one or more Global Notes (other than Bearer SIS Notes), investors will be able to trade their beneficial interests only through Euroclear, Clearstream Luxembourg, Clearstream Frankfurt and/or DTC. In the case of SIS Notes, so long as they constitute Intermediated Securities, they may only be transferred by entry of the transferred SIS Notes in a securities account of the transferee.

While the Notes are represented by one or more Global Notes or are Uncertificated Swiss SIS Notes, the Issuer will discharge its payment obligations under the Notes by making payments (through, in the case of SIS Notes, the Principal Swiss Paying Agent) to the common depositary, common safekeeper or the relevant clearing system, as applicable, for Euroclear, Clearstream Luxembourg, Clearstream Frankfurt and the SIS Note Intermediary or to DTC or a nominee thereof for distribution to their account holders. A holder of a beneficial interest in a Global Note or a holder of an SIS Note must rely on the procedures of Euroclear, Clearstream Luxembourg, Clearstream Frankfurt, SIS, DTC or any other relevant clearing system to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes or SIS Notes held through any participant in the SIS Note Intermediary.

Holders of beneficial interests in the Global Notes (except for holders of Bearer SIS Notes) will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear, Clearstream Luxembourg, Clearstream Frankfurt and/or DTC to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes (except holders of Bearer SIS Notes) will not have a direct right under the Global Notes to take enforcement action against the Issuer in the event of a default under the relevant Notes but will have to rely upon their rights under the Deed of Covenant (in the case of Bearer Notes, in global form only), or mandatory rules in accordance with international private law.

Any holder of Uncertificated Swiss Non-SIS Notes may cause the conversion of all the Uncertificated Swiss Non-SIS Notes of the same Series into Uncertificated Swiss SIS Notes

Pursuant to Condition 2(e)(ii), any holder of an Uncertificated Swiss Non-SIS Note may elect to convert such Note, together with all the other Uncertificated Swiss Non-SIS Notes of the same Series, into Uncertificated Swiss SIS Notes. The holders of such other Uncertificated Swiss Non-SIS Notes will not be able to prevent such conversion and, as a result of such conversion, such Notes will be removed from the main register (Hauptregister) of UBS Switzerland AG and entered into the main register (Hauptregister) of SIS or such other SIS Note Intermediary. See "Because the Global Notes are held by or on behalf of Euroclear, Clearstream Luxembourg, Clearstream Frankfurt, SIS and/or DTC and the Uncertificated Swiss SIS Notes are registered with SIS, investors will have to rely on their procedures for transfer, payment and communication with the Issuer" above.

Subordinated Notes are subordinated to most of the Issuer's liabilities

If in the case of any particular Tranche of Notes the relevant Final Terms specifies that the Notes are subordinated obligations of the Issuer and the Issuer is declared insolvent and a winding up is initiated, it will be required to pay the holders of senior debt and meet its obligations to all its other creditors (including unsecured creditors but excluding any obligations in respect of subordinated debt) in full before it can make any payments on the relevant Notes. If this occurs, the Issuer may not have enough assets remaining after these payments to pay amounts due under the relevant Notes.

Automatic Exchange of Information in Tax Matters

On 19 November 2014, Switzerland signed the Multilateral Competent Authority Agreement (the "MCAA"). The MCAA is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the "AEOI"). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the "AEOI Act") entered into force on 1 January 2017. The AEOI Act is the legal basis for the implementation of the AEOI standard in Switzerland.
The AEOI is being introduced in Switzerland through bilateral agreements or multilateral agreements. The agreements have, and will be, concluded on the basis of guaranteed reciprocity, compliance with the principle of speciality (i.e., the information exchanged may only be used to assess and levy taxes (and for criminal tax proceedings)) and adequate data protection.

Switzerland has concluded a multilateral AEOI agreement with the EU (replacing the EU savings tax agreement) and has concluded bilateral AEOI agreements with several non-EU countries.

Based on such multilateral agreements and bilateral agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or in a treaty state.

**Potential changes in Swiss withholding tax legislation**

On 4 November 2015, the Swiss Federal Council announced that it had mandated the Swiss Federal Finance Department to appoint a group of experts to prepare a proposal for a reform of the Swiss withholding tax system. This proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. This paying agent-based regime is expected to be similar to the one contained in the draft legislation published by the Swiss Federal Council on 17 December 2014, which was subsequently withdrawn on 24 June 2015. Under such a new paying agent-based regime were to be enacted and were to result in the deduction or withholding of Swiss withholding tax on any interest payments in respect of a Note by any other person other than the Issuer, the holder of such Note would not be entitled to receive any Additional Amounts as a result of such deduction or withholding under the terms of the Notes.

**UBS has announced its intention to make certain structural changes in light of regulatory trends and requirements and the Terms and Conditions of the Notes do not contain any restrictions on the Issuer's or UBS's ability to restructure its business**

In 2014, UBS began adapting its legal entity structure to improve the resolvability of the Group in response to too big to fail requirements in Switzerland and recovery and resolution regulation in other countries in which the Group operates. In December 2014, UBS Group AG became the holding company of the Group.

In 2015, UBS AG transferred its personal & corporate banking and wealth management businesses booked in Switzerland to the newly established UBS Switzerland AG, a banking subsidiary of UBS AG in Switzerland. In 2016, UBS Americas Holding LLC was designated as the intermediate holding company for UBS's US subsidiaries and UBS merged its wealth management subsidiaries in various European countries into UBS Europe SE, UBS's German-headquartered European subsidiary. Additionally, UBS transferred the majority of Asset Management's operating subsidiaries to UBS Asset Management AG.

UBS Business Solutions AG, a wholly-owned subsidiary of UBS Group AG, was established in 2015 and acts as the Group service company. In 2017, UBS's shared services functions in Switzerland and the UK were transferred from UBS AG to UBS Business Solutions AG. UBS also completed the transfer of shared services functions in the US to its US service company, UBS Business Solutions US LLC, a wholly owned subsidiary of UBS Americas Holding LLC.

In March 2019, UBS Limited, UBS's UK headquartered subsidiary, was merged into UBS Europe SE prior to the UK's scheduled departure from the EU. Former clients and other counterparties of UBS Limited who can be serviced by UBS AG's London Branch were migrated to UBS AG's London Branch prior to the merger.

UBS continues to consider further changes to the Group's legal structure in response to regulatory requirements and other external developments. Such changes may include further consolidation of operating subsidiaries in the EU, and adjustments to the booking entity or location of products and services.

The Terms and Conditions of the Notes contain no restrictions on change of control events or structural changes, such as consolidations or mergers or demergers of the Issuer or the sale, assignment, spin-off, contribution, distribution, transfer or other disposal of all or any portion of the Issuer's or its subsidiaries' properties or assets in connection with the announced changes to its legal structure or otherwise and no event of default, requirement to repurchase the Notes or other event will be triggered under the Terms and Conditions of the Notes as a result of such changes. There can be no assurance that such changes, should
they occur, would not adversely affect the credit rating of the Issuer and/or increase the likelihood of the occurrence of an event of default. Such changes, should they occur, may adversely affect the Issuer’s ability to redeem or pay interest on the Notes and/or lead to circumstances in which the Issuer may elect to cancel such interest (if applicable).

Section 871(m)

A 30 per cent. withholding tax is imposed on certain “dividend equivalents” paid or deemed paid to a Non-U.S. Holder with respect to a “specified equity-linked instrument” that references one or more dividend-paying U.S. equity securities. The withholding tax can apply even if the instrument does not provide for payments that reference dividends. Treasury regulations provide that the withholding tax applies to all dividend equivalents paid or deemed paid on specified equity-linked instruments that have a delta of one (“delta one specified equity-linked instruments”) and to all dividend equivalents paid or deemed paid on all other specified equity-linked instruments issued after 2020.

The Issuer will determine whether dividend equivalents on the Notes are subject to withholding as of the close of the relevant market(s) on the pricing date and the relevant Final Terms will indicate whether the Notes are specified equity-linked instruments that are subject to withholding on dividend equivalents. If withholding is required, the Issuer (or the applicable paying agent) will withhold 30 per cent. in respect of dividend equivalents paid or deemed paid on the Notes and will not pay any additional amounts with respect to any such taxes withheld. The Issuer will withhold this amount regardless of whether an investor is a United States person (as defined in the U.S. Internal Revenue Code of 1986, as amended) for U.S. federal income tax purposes or a non-United States person that may otherwise be entitled to an exemption of reduction of tax on U.S. source dividend payments pursuant to an income tax treaty.

Even if the Issuer determines that your Notes are not specified equity-linked instruments that are subject to withholding on dividend equivalents, it is possible that your Notes could be deemed to be reissued for tax purposes upon the occurrence of certain events affecting the underlying shares or your Notes (including, but not limited to, a substitution of the obligor under the Notes), and following such occurrence your Notes could be treated as specified equity-linked instruments that are subject to withholding on dividend equivalent payments. It is also possible that withholding tax or other Section 871(m) tax could apply to the Notes under these rules if a Non-U.S. Holder enters, or has entered, into certain other transactions in respect of the underlying shares. As describe above, if withholding is required, the Issuer will withhold 30 per cent. in respect of dividend equivalents paid or deemed paid on the Notes and will not pay any additional amounts with respect to any such taxes withheld.

Additionally, in the event that withholding is required, the Issuer hereby notifies each holder that for the purposes of Section 871(m), the Issuer will withhold in respect of dividend equivalents paid or deemed paid on the Notes on the dividend payment date as described in Treasury regulations section 1.1441-2(e)(4) and section 3.03(B) of the form of Qualified Intermediary Agreement contained in Revenue Procedure 2017-15, as applicable, regardless of whether such investor would otherwise be entitled to an exemption from or reduction of withholding on such payments (e.g., a United States person for U.S. federal income tax purposes or a non-United States person eligible for an exemption from or reduction in withholding pursuant to an income tax treaty). No assurance can be given that an investor will be able to successfully claim a refund of the tax withheld in excess of the tax rate that would otherwise apply to such payments.

Holders should consult with their tax advisors regarding the application of Section 871(m) and the regulations thereunder in respect of their acquisition and ownership of the Notes, including a Non-U.S. Holder that enters, or has entered, into other transactions in respect of the underlying shares.

RISKS RELATING TO NOTES DENOMINATED IN RENMINBI

A description of risks which may be relevant to an investor in Notes denominated in Renminbi (“Renminbi Notes”) is set out below.

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of Renminbi Notes

Renminbi is not freely convertible at present. The government of the PRC (the “PRC Government”) continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar.
However, there has been significant reduction in control by the PRC Government in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

On the other hand, remittance of Renminbi into and out of the PRC for the settlement of capital account items, such as capital contributions, debt financing and securities investment, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into and out of the PRC for settlement of capital account items are being developed.

Although Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund in 2016 and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by the People's Bank of China (the "PBoC") in 2018, there is no assurance that the PRC Government will continue to liberalise control over cross-border remittance of Renminbi in the future, that the schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. Despite the Renminbi internationalisation pilot programme and efforts in recent years to internationalise the currency, there can be no assurance that the PRC Government will not impose interim or long-term restrictions on the cross-border remittance of Renminbi. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Notes denominated in Renminbi.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Renminbi Notes and the Issuer's ability to source Renminbi outside the PRC to service Renminbi Notes

As a result of the restrictions by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. While the PBoC has entered into agreements (the "Settlement Arrangements") on the clearing of Renminbi business with financial institutions (the "Renminbi Clearing Banks") in a number of financial centres and cities, including but not limited to Hong Kong, has established the Cross-Border Inter-Bank Payments System (CIPS) to facilitate cross-border Renminbi settlement, and is further in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions, the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by the PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBoC, although the PBoC has gradually allowed participating banks to access the PRC's onshore inter-bank market for the purchase and sale of Renminbi. The Renminbi Clearing Banks only have limited access to onshore liquidity support from the PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In cases where the participating banks cannot source sufficient Renminbi through the above channels, they will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the Renminbi Notes. To the extent the Issuer is required to source Renminbi in the offshore market to service its Renminbi Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all. If Renminbi is not available in certain circumstances as described in the terms and conditions applicable to Renminbi Notes, he Issuer can make payments in U.S. dollars (see Condition 8(e)).

Investment in the Renminbi Notes is subject to exchange rate risks

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. Recently, the PBoC implemented changes to the way it calculates the Renminbi's daily mid-point against
the U.S. dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. All payments of interest and principal will be made in Renminbi with respect to Renminbi Notes unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the Renminbi Notes in that foreign currency will decline.

**Investment in the Renminbi Notes is subject to currency risk**

If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the Renminbi Notes as a result of Inconvertibility, Non-transferability or Illiquidity (each, as defined in the Terms and Conditions of the Notes), the Calculation Agent may determine that the Issuer, on giving notice as soon as practicable to the relevant investors, settle any such payment in U.S. dollars on the due date of any such interest or principal, as the case may be (see Condition 8(e)).

**Investment in the Renminbi Notes is subject to interest rate risks**

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

As Renminbi Notes may carry a fixed interest rate, the trading price of the Renminbi Notes will consequently vary with the fluctuations in the Renminbi interest rates. If holders of the Renminbi Notes propose to sell their Renminbi Notes before their maturity, they may receive an offer lower than the amount they have invested.

**Payments with respect to the Renminbi Notes may be made only in the manner designated in the terms and conditions of the relevant Renminbi Notes**

All payments to investors in respect of Renminbi Notes will be made solely (i) for so long as the Renminbi Notes are represented by global instruments held with the common depositary or common safekeeper (or a nominee for a common depositary or a common safekeeper), as the case may be, for Euroclear and Clearstream, Luxembourg and Clearstream Frankfurt or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong, or (ii) for so long as the Renminbi Notes are represented by Notes in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

**Gains on the transfer of the Renminbi Notes may become subject to income taxes under PRC tax laws**

Under the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules, as amended from time to time, any gain realised on the transfer of Renminbi Notes by non-PRC resident enterprise or individual holders may be subject to PRC enterprise income tax ("EIT") or PRC individual income tax ("IIT") if such gain is regarded as income derived from sources within the PRC. While the PRC Enterprise Income Tax Law levies EIT at the rate of 20 per cent. of the PRC-sourced gains derived by such non-PRC resident enterprise from the transfer of the Renminbi Notes but its implementation rules have reduced the EIT rate to 10 per cent. The PRC Individual Income Tax Law levies IIT at a rate of 20 per cent. of the PRC-sourced gains derived by such non-PRC resident individual holder from the transfer of the Renminbi Notes.

However, uncertainty remains as to whether the gain realised from the transfer of Renminbi Notes by non-PRC resident enterprise or individual holders would be treated as income derived from sources within the PRC and thus become subject to EIT or IIT. This will depend on how the PRC tax authorities interpret, apply or enforce the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules. According to the arrangement between the PRC and Hong Kong, for avoidance of double taxation, holders who are residents of Hong Kong, including enterprise holders and individual holders, will not be subject to EIT or IIT on capital gains derived from a sale or exchange of the Renminbi Notes.
Therefore, if enterprise or individual resident holders which are non-PRC residents are required to pay PRC income tax on gains derived from the transfer of Renminbi Notes, unless there is an applicable tax treaty between PRC and the jurisdiction in which such non-PRC enterprise or individual holders of Renminbi Notes reside that reduces or exempts the relevant EIT or IIT, the value of their investment in Renminbi Notes may be materially and adversely affected.

ADDITIONAL RISKS RELEVANT TO ISSUE OF NOTES UNDER THIS BASE LISTING PARTICULARS

Index-linked Notes and Dual Currency Notes

If, in the case of any particular Tranche of Notes, the relevant Final Terms specifies that the interest or redemption amount of the Notes is linked to an index, formula or other variable (each a "Relevant Factor") or may be paid in one or more currencies which may be different from the currency in which the Notes are denominated, potential investors should be aware that:

(i) the market price of such Notes may be volatile;
(ii) they may receive no interest;
(iii) payment of principal or interest may occur at a different time or in a different currency than expected;
(iv) the amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero;
(v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
(vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable is likely to be magnified; and
(vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Loss of Investment

If, in the case of any particular Tranche of Notes, the relevant Final Terms specifies that the Notes are Index-linked, there is a risk that any investor may lose the value of their entire investment or part of it.

Payments contingent upon or determined by reference to U.S. source assets or payments may be subject to U.S. withholding

If payments on Notes are linked to one or more securities, or a basket containing one or more securities, issued by a U.S. issuer or to payments on such securities, it is possible that payments of principal, interest or disposition proceeds on the Note may be characterised, in whole or in part, as U.S. source income and may be subject to U.S. income or withholding tax. The Issuer will have no obligation to pay additional amounts or otherwise indemnify a holder for any such withholding or deduction.
KEY FEATURES OF THE PROGRAMME IN RELATION TO NOTES ISSUED UNDER A PRICING SUPPLEMENT

The following information is only an overview of the key features of the Programme and is solely in respect of any Notes which will be issued under the Programme pursuant to the relevant Pricing Supplement and which will not require a prospectus under the Prospectus Directive. To determine the terms and conditions which apply to any issue of Notes it is necessary to read the general terms and conditions (see “General Terms and Conditions”) and the relevant Pricing Supplement which will contain the specific terms and conditions of the relevant issue. The Issuer and any relevant Dealer may agree that such Notes shall be issued in a form other than that contemplated in the General Terms and Conditions.

The relevant Pricing Supplement for the Notes will be prepared using one of the two forms contained in this Base Prospectus (see “Pro Forma Pricing Supplement” and “Pro Forma Alternative Pricing Supplement” below), as elected by the Issuer.

Issuer

UBS AG (the “Issuer”), acting through its head offices in Basel and Zurich (“UBS Head Office”) or its London branch, Jersey branch, Australian branch, Hong Kong branch or any of its other branches outside Switzerland as it shall determine from time to time (the London branch, Jersey branch, Australian branch, Hong Kong branch or such other branch, a “Branch”).

Programme Arranger and Authorised Adviser

UBS AG London Branch

Dealers

UBS AG London Branch

UBS Europe SE

UBS Securities LLC

UBS AG

Other dealers may be appointed from time to time by the Issuer either generally for the Programme or in relation to a particular Series or Tranche of Notes.

Agents

The Bank of New York Mellon, acting through its London Branch

UBS AG

UBS Switzerland AG

UBS Europe SE

Luxembourg Paying Agent

The Bank of New York Mellon SA/NV, Luxembourg Branch

Luxembourg Listing Agent

The Bank of New York Mellon SA/NV, Luxembourg Branch

Irish Listing Agent

Arthur Cox Listing Services Limited

Irish Paying Agent

The Bank of New York Mellon SA/NV Dublin Branch

Swiss Listing Agent

UBS AG

Principal Swiss Paying Agent

UBS Switzerland AG

UBS AG

Registrars

The Bank of New York Mellon SA/NV, Luxembourg Branch

U.S. Bank Trust National Association

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UBS AG

UBS Switzerland AG

UBS Europe SE

Programme Amount

The aggregate nominal amount outstanding under the Programme at any time is unlimited.

Form of Notes

The Notes may be issued in bearer form ("Bearer Notes"), registered form ("Registered Notes") or in uncertificated form.

Bearer Notes and Registered Notes may be issued in global form or definitive form. Unless otherwise specified in the relevant Pricing Supplement, Bearer Notes may be exchanged for Registered Notes; however, Registered Notes may not be exchanged for Bearer Notes. The term "Notes" refers to Bearer Notes, Registered Notes, Notes in definitive or global form and Uncertificated Swiss Notes (as defined below).

Notes that are deposited with, or registered in the main register (Hauptregister) of, SIS SIX Ltd ("SIS") or such other intermediary (Verwahrungsstelle) in Switzerland recognised by the SIX Swiss Exchange for purposes of Art. 6 para. 1 lit. c of the Swiss Federal Intermediated Securities Act (Bucheffektengesetz) (as may be amended from time to time, the "FISA") (the "SIS Note Intermediary") (such Notes, "SIS Notes") will be (i) in the case of SIS Notes issued by a Branch, Bearer Notes ("Bearer SIS Notes"), (ii) in the case of SIS Notes issued by UBS Head Office, UBS AG, London Branch or UBS AG Jersey Branch, issued in uncertificated form ("Uncertificated Swiss SIS Notes").

UBS Head Office, UBS AG, London Branch or UBS AG Jersey Branch may also issue Notes in uncertificated form that are initially registered in the main register (Hauptregister) of UBS Switzerland AG as intermediary (Verwahrungsstelle) for purposes of Art. 6 para. 1 lit. c of the FISA (the "Non-SIS Note Intermediary") (the "Uncertificated Swiss Non-SIS Notes"). With respect to the Uncertificated Swiss Non-SIS Notes of any Series, any Noteholder may elect to convert the Notes of such Series, in whole but not in part, into Uncertificated Swiss SIS Notes in accordance with Condition 2(e)(ii).

The SIS Notes and the Uncertificated Swiss Non-SIS Notes are, together, the "Swiss Notes".

Bearer Notes

Unless otherwise specified in the relevant Pricing Supplement, each Tranche of Bearer Notes (other than Bearer SIS Notes) may initially be represented by any one or more of (i) one or more temporary global Notes or, (ii) one or more permanent global Notes which will be issued in new global note ("New Global Note" of "NGN") form. If the relevant Pricing Supplement specifies that the New Global Note form is not applicable, then the Bearer Note will be a classic global note ("Classic Global Note" or "CGN"). In the case of Bearer Notes initially represented by a temporary or permanent global Note (each a "Global Note"), if the relevant Pricing Supplement specifies that the New Global Note form is not applicable, the global Note will be deposited with a depositary for one, or a common depositary for more than one, clearing system, including Euroclear, Clearstream Luxembourg, Clearstream Frankfurt and SIS. Otherwise, if the relevant Pricing Supplement specifies that the New Global Note form is applicable, each global Note will be deposited on or around the
relevant issue date with a common safekeeper for Euroclear and/or Clearstream Luxembourg and/or any other relevant clearing system. Temporary global Notes will be exchanged for either (i) a permanent global Note which will be held by a depositary for one, or a common depositary or common safekeeper for more than one, clearing system, or (ii) definitive Notes, in accordance with the provisions set out in the relevant temporary global Note. A permanent global Note may be exchanged for definitive Notes only in accordance with the provisions set out in the relevant permanent global Note. Bearer Notes are subject to US tax law requirements. See “Selling Restrictions” below.

Notes that are initially deposited with a common depositary or a common safekeeper may also be credited to the accounts of subscribers with (if indicated in the relevant Pricing Supplement) other clearing systems through direct or indirect accounts with Euroclear, Clearstream Luxembourg or any accounts held with other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream Luxembourg or other clearing systems.

Each Tranche of Bearer SIS Notes will be represented exclusively by a permanent global Note which shall be deposited with SIS or any other SIS Note Intermediary. The permanent global Note will only be exchangeable, in whole but not in part, for definitive Notes if the Principal Swiss Paying Agent determines, after consultation with the Issuer, that the printing of definitive Notes is necessary or useful, or the presentation of definitive Notes is required by applicable laws and regulations in connection with the enforcement of the rights of noteholders. Neither the Issuer nor any holder of Bearer SIS Notes will at any time have the right to effect or demand the conversion of the permanent global Note documenting such Bearer SIS Notes into, or the delivery of, individually certificated securities (Wertpapiere) or uncertificated securities (Wertrechte).

Registered Notes

Registered Notes which are sold in reliance on Regulation S, will initially be represented by an unrestricted global note (“Unrestricted Global Note”) which will either be: (a) in the case of a Note which is not to be held under the new safekeeping structure (“New Safekeeping Structure” or “NSS”), registered in the name of a common depositary (or its nominee) for Euroclear, Clearstream Luxembourg and Clearstream Frankfurt and/or any other relevant clearing system and the relevant Unrestricted Global Note will be deposited on or about the issue date with the common depositary; or (b) in the case of a Note to be held under the New Safekeeping Structure, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream Luxembourg and/or any other relevant clearing system and the relevant Unrestricted Global Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream Luxembourg and/or any other relevant clearing system.

Registered Notes sold in reliance upon Rule 144A will initially be represented by a single, permanent global restricted registered Note (each, a “Restricted Global Note” and together with any Unrestricted Global Notes, the “Global Registered Notes”), without Coupons or Talons, which will be deposited with a custodian for, and registered in the name of Cede & Co. as nominee for DTC or, subject to compliance with applicable legal, regulatory and clearing system requirements,
deposited with a depositary for, and registered in the name of a nominee of, Euroclear or Clearstream Luxembourg.

Notes eligible for sale in the United States to QIBs and to persons that are not U.S. persons in reliance on Regulation S will initially be in registered form and may be represented by a single unified global note (each, a “Unified Global Note”) which will be deposited with, and registered in the name of, a common depositary (or its nominee) on behalf of Euroclear or Clearstream Luxembourg.

References herein to a "Global Note Certificate" include, as the context so requires, an Unrestricted Global Note, a Restricted Global Note and/or a Unified Global Note.

The Registered Notes are constituted by the Deed of Covenant.

Uncertificated Swiss SIS Notes
Uncertificated Swiss SIS Notes will be offered and sold in reliance on Regulation S only.

Uncertificated Swiss SIS Notes will be issued as uncertificated securities (Wertrechte), which will be created by the Issuer by means of a registration in its register of uncertificated securities (Wertrechtebuch), and be entered into the main register (Hauptregister) of SIS or any other SIS Note Intermediary. Neither the Issuer nor any holder of an Uncertificated Swiss SIS Note nor any third party will at any time have the right to effect or demand the conversion of such Uncertificated Swiss SIS Note into, or the delivery of, a permanent global certificate (Globalurkunde) or individually certificated securities (Wertpapiere).

Uncertificated Swiss Non-SIS Notes
Uncertificated Swiss Non-SIS Notes will be offered and sold in reliance on Regulation S only.

Uncertificated Swiss Non-SIS Notes will be issued as uncertificated securities (Wertrechte), which will be created by the Issuer by means of a registration in its register of uncertificated securities (Wertrechtebuch), and be entered into the main register (Hauptregister) of the Non-SIS Note Intermediary. A Series of Uncertificated Swiss Non-SIS Notes will not be registered with the SIS or any other central securities depository, unless and until any Noteholder elects to convert the Notes of such Series, in whole but not in part, into Uncertificated Swiss SIS Notes in accordance with Condition 2(e)(ii). Neither the Issuer nor any holder of an Uncertificated Swiss Non-SIS Note will at any time have the right to effect or demand the conversion of such Uncertificated Swiss Non-SIS Note into, or the delivery of, a permanent global certificate (Globalurkunde) or individually certificated securities (Wertpapiere).

Series and Tranches
The Notes will be issued in series (each a "Series"). Each Series may comprise one or more tranches of Notes issued on different issue dates (each a "Tranche"). The Notes of each Tranche will have identical terms and conditions; however, except in the case of SIS Notes, a Tranche may comprise Notes in bearer form and Notes in registered form. Other than the issue date, the issue price and the date for the first payment of interest, the Notes of each Series will have identical terms, however, except in the case of SIS Notes, a Series may comprise Notes in bearer form and Notes in registered form.

Issue Price
Notes may be issued at par or at a discount or premium to par and either on a fully or partly paid basis.
Currencies

Notes may be denominated in any currency agreed between the Issuer and the relevant Dealer subject to compliance with all relevant legal or regulatory requirements.

Multi-Currency Notes

Subject to compliance with all relevant legal and regulatory requirements, Notes may be denominated in one currency and payments in relation to the Notes may be made in one or more different currencies.

Denominations

Notes will be issued in such denominations as may be specified in the relevant Pricing Supplement, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Notes in registered form sold pursuant to Rule 144A shall be issued in denominations of US$100,000 (or its equivalent in any other currency rounded upwards as specified in the relevant Pricing Supplement) and higher integral multiples of US$1,000 (or its equivalent as aforesaid).

Maturity of Notes

The Notes may be issued with any maturity subject to compliance with all relevant legal or regulatory requirements.

The minimum maturity for Subordinated Notes (as defined below) is 5 years.

Redemption

Notes may be redeemed at par or at such other redemption amount above or below par as may be determined by the Issuer.

Early Redemption

Early redemption will be permitted for taxation reasons and other reasons as specified in the Terms and Conditions of the Notes and, subject to all relevant legal and regulatory requirements, will otherwise be permitted at the option of the Issuer or a Noteholder to the extent specified in the relevant Pricing Supplement.

Index-linked Notes

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of index-linked Notes will be calculated by reference to such stock, commodity, obligation, index, currency exchange rate or formula as determined by the Issuer (all specified in the relevant Pricing Supplement). Index-linked Notes will be settled either on a cash basis or physical settlement basis, as indicated in the relevant Pricing Supplement.

Redenomination

If so specified in the relevant Pricing Supplement, the Issuer may, on giving at least 30 days' prior notice to the Noteholders, elect that the Notes be redenominated in euro with effect from the Redenomination Date.

Exchangeability

If so specified in the relevant Pricing Supplement, the Issuer may, on giving at least 30 days' prior notice to the Noteholders, elect that the Notes shall be exchangeable for Notes expressed to be denominated in euro, with effect from the Redenomination Date.

Interest

Notes may or may not bear interest. Interest (if any) may be at a fixed or floating rate and may vary during the lifetime of the relevant Series.

Fixed Interest Rate Notes

Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Pricing Supplement and at maturity.

Floating Rate Notes

Floating rate Notes will bear interest by reference to BBSW / CDOR / EURIBOR / HIBOR / JPY TSR / LIBOR / NIBOR / SHIBOR / SOR / SOFR / STIBOR / U.S. Federal Funds Rate or such other benchmark as may be specified in the relevant Pricing Supplement as adjusted for any applicable margin. Interest Periods will be selected by the Issuer prior to issue and specified in the relevant Pricing Supplement.
Other Notes

Subject to compliance with all relevant legal and regulatory requirements, Notes may be issued with such terms and conditions as may be determined by the Issuer. The terms and conditions of these Notes will be the General Terms and Conditions as amended, supplemented, modified or replaced by the information contained in the relevant Pricing Supplement.

Status

The Notes and Coupons are unsecured obligations of the Issuer and rank pari passu without any preference among themselves. The Notes may be senior notes ("Senior Notes") or subordinated notes ("Subordinated Notes") as specified in the relevant Pricing Supplement.

Senior Notes

Except as may be provided by any legislation, the payment obligations of the Issuer under Senior Notes and their Coupons will at all times rank equally with all other outstanding unsecured and unsubordinated obligations of the Issuer.

Subordinated Notes

The payment obligations of the Issuer under Subordinated Notes and their Coupons will at all times rank equally with all other subordinated obligations of the Issuer other than subordinated obligations which are expressed to rank junior to the Notes.

Substitution of the Issuer and Issuing Branch Substitution

The Issuer may, at its option and having given notice to the Noteholders, designate, without the consent of any Noteholders, an Affiliate (as defined below) to assume liability for the due and punctual payment of all payments on all Notes then outstanding in the relevant Series and the performance of all the Issuer's other obligations under all the Notes then outstanding in the relevant Series, the applicable Agency Agreement and the Deed of Covenant.

Prior to any such substitution of the Issuer, the Issuer may, at its option and having given notice to the Noteholders, (i) cease to make payments of principal, interest and any other amounts due under all Notes then outstanding in the relevant Series and fulfil any of its other obligations and exercise any of its rights and powers in respect of, or arising under, all Notes then outstanding in the relevant Series through the Branch or the UBS Head Office, as applicable, through which it is acting at the time of the relevant notice, and (ii) commence making such payments, fulfilling such other obligations and exercising such powers and rights through another Branch or the UBS Head Office (if the Issuer was not acting through the UBS Head Office at the time of the relevant notice).

Taxation

Payments in respect of Notes will be made free and clear of future taxes, duties or other withholdings imposed by or in (i) in the case of Notes issued through a Branch, the location of the relevant Branch, (ii) Switzerland and (iii) any other jurisdiction in which the Issuer is or becomes subject to tax unless such withholding or deduction is required by law. If such taxes are required to be withheld or deducted, the Issuer will pay additional amounts in respect of the Notes subject to the customary exceptions.

In the case of Notes issued by UBS Head Office, these exceptions include the Swiss federal withholding tax (which, at the date of this Base Listing Particulars, is set at a rate of 35 per cent.) to which all payments of interest on such Notes will be subject, and no additional amounts shall be paid by the Issuer in respect of any such withholding.
The holder of any such Note residing in Switzerland who, at the time the payment of interest is due, is the beneficial recipient of the payment of interest and who duly reports the gross payment of interest in his or her tax return and, as the case may be, in the statement of income, is entitled to a full refund of or a full tax credit for the Swiss federal withholding tax. A holder of any such Note who is not resident in Switzerland may be able to claim a full or partial refund of the Swiss federal withholding tax by virtue of provisions of an applicable double taxation treaty, if any, between Switzerland and the country of residence of such holder.

**ERISA**

In certain circumstances (i.e., for Notes whose terms do not provide for payment in full of principal at their stated maturity) Benefit Plan Investors may not be permitted to purchase or hold Notes (or any interest therein). See "United States Employee Benefit Plan Considerations".

**Listing**

Each Series may be admitted to trading on the Regulated Market or the Global Exchange Market of Euronext Dublin and/or admitted to the Euro MTF Market of the Luxembourg Stock Exchange and/or trading and listing on the SIX Swiss Exchange or may be unlisted. Notes may also be admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system, which does not require a prospectus to be prepared under the Prospectus Directive.

**Governing Law**

The Agency Agreement and the Deed of Covenant and all non-contractual obligations arising out of or in connection with them are governed by English law; provided, however, that, on or prior to the Issue Date for the first Tranche of Uncertificated Swiss Non-SIS Notes to be issued under the Programme, the Issuer will enter into an agency agreement that will apply to all Uncertificated Swiss Non-SIS Notes and it will apply to any Series of Uncertificated Swiss SIS Notes if so specified in the relevant Pricing Supplement, which agreement will be governed by Swiss law.

The Notes (other than Swiss Notes) and all non-contractual obligations arising out of or in connection with the Notes (other than Swiss Notes) are governed by English law, except for, in the case of Subordinated Notes, Condition 5(b) (Status of the Notes - In the case of Subordinated Notes), which is governed by Swiss law.

The Swiss Notes are governed by Swiss law.

**Selling and Transfer Restrictions**

The Notes are subject to restrictions on their offer, sale, delivery and transfer both generally and specifically in the United States of America, the United Kingdom, Switzerland, Australia, Singapore, Japan, Hong Kong, the PRC, Taiwan, The Netherlands, Canada and the European Economic Area. These restrictions are described under "Selling Restrictions" and "Transfer Restrictions".

Further restrictions may be required in connection with particular Series or Tranches of Notes, and, if so, will be specified in the documentation relating to the relevant Series or Tranche.

**Enforcement of Bearer Notes in Global Form**

In the case of Bearer Notes (other than Bearer SIS Notes) in global form, held in a clearing system, investors will have certain direct rights of enforcement against the Issuer in the event of such global note becoming void ("Direct Rights"). The Direct Rights are contained in a Deed of Covenant executed by the Issuer, copies of which are
available for inspection during normal business hours at the office of the relevant Agent.

**Clearing Systems**

Euroclear, Clearstream Luxembourg, DTC, Clearstream Frankfurt, SIS and any other clearing system as may be specified in the relevant Pricing Supplement. A Series of Uncertificated Swiss Non-SIS Notes will not be registered with the SIS or any other central securities depository unless and until the Notes of such Series are converted, in whole but not in part, into Uncertificated Swiss SIS Notes in accordance with Condition 2(e)(ii).

**Distribution**

Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

**Rule 144A**

Offers and sales in accordance with Rule 144A will be permitted, if specified in the relevant Pricing Supplement, subject to compliance with all relevant, legal and regulatory requirements of the United States of America.
DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated in and taken to form part of this Base Prospectus and this Base Listing Particulars:

(a) UBS Group AG's and UBS AG's annual report for the year ended 31 December 2018 ("Annual Report 2018"), which the Issuer filed on Form 20-F with the United States Securities and Exchange Commission (the "SEC") on 15 March 2019 (currently accessible at https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html); and UBS Group AG's and UBS AG's annual report for the year ended 31 December 2017 ("Annual Report 2017"), which the Issuer filed on Form 20-F with the United States Securities and Exchange Commission (the "SEC") on 9 March 2018 (currently accessible at https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html);

(b) UBS Group AG's audited standalone financial statements for the year ended 31 December 2018, which UBS Group AG furnished on Form 6-K to the SEC on 15 March 2019 (currently accessible at https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html); and UBS Group AG's audited standalone financial statements for the year ended 31 December 2017, which UBS Group AG furnished on Form 6-K to the SEC on 9 March 2018 (currently accessible at https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html);

(c) UBS AG's audited standalone financial statements for the year ended 31 December 2018 ("Standalone Financial Statements 2018"), which UBS Group AG furnished on Form 6-K to the SEC on 15 March 2019 (currently accessible at https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html); and UBS AG's audited standalone financial statements for the year ended 31 December 2017 ("Standalone Financial Statements 2017"), which UBS Group AG furnished on Form 6-K to the SEC on 9 March 2018 (currently accessible at https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html);


(e) the articles of association of UBS AG dated 26 April 2018 (currently accessible at: https://www.ubs.com/global/en/about_ubs/corporate-governance/aofassociation-ubs-ag.html); and

(f) the terms and conditions set out on:

(i) pages 18-35 of the base prospectus dated 1 July 2005 (accessible at http://www.ise.ie/debt_documents/UBS%20AG%20EURO%20NOTE%20PROGRAM me%20pdf_1083.pdf);

(ii) pages 18-36 of the base prospectus dated 3 July 2006 (accessible at http://www.ise.ie/debt_documents/Base%20Prospectus_9ecc88de-7743-4a7f-ac7a-60f5788f3b2.pdf);

(iii) pages 19-37 of the base prospectus dated 4 July 2007 (accessible at http://www.ise.ie/debt_documents/UBS_9376.pdf);

(iv) pages 18-35 of the base prospectus dated 4 July 2008 (accessible at http://www.ise.ie/debt_documents/UBS%20AG%20July%20638.pdf);

(v) pages 18-35 of the base prospectus dated 20 April 2009 (accessible at http://www.ise.ie/debt_documents/Final%20UBS_10921.pdf);

(vi) pages 23-42 of the base prospectus dated 27 August 2009 (accessible at http://www.ise.ie/debt_documents/1114_12902_BP_27082009_15597.pdf);
(vii) pages 18-37 of the base prospectus dated 25 August 2010 (accessible at http://www.ise.ie/debt_documents/UBS%20AG_bp_25.08.2010_16334.pdf);
(viii) pages 19-38 of the base prospectus dated 25 August 2011 (accessible at http://www.ise.ie/debt_documents/Base%20Prospectus_0e97dee-0c78-44f7-9681-6d4c7bba0af.pdf);
(ix) pages 23-46 of the base prospectus dated 27 June 2012 (accessible at http://www.ise.ie/debt_documents/Base%20Prospectus_a890c495-56db-4ebb-b30d-576c794048ac.pdf);
(x) pages 37-63 of the base prospectus dated 25 June 2013 (accessible at http://www.ise.ie/debt_documents/Base%20Prospectus_8b1e97f-9d11-4b91-865a-114deab87712.PDF);
(xi) pages 39-68 of the base prospectus dated 24 June 2014 (accessible at http://www.ise.ie/debt_documents/Base%20Prospectus_7ca1f17-362c-42ae-bf5c-7a6ae094daf.pdf);
(xii) pages 58-87 of the base prospectus dated 22 June 2015 (accessible at http://www.ise.ie/debt_documents/Base%20Prospectus_ad66a82-d2e-4f61-96f2-4218a83c5fd.pdf);
(xiii) pages 56-85 of the base prospectus dated 22 June 2016 (accessible at http://www.ise.ie/debt_documents/Base%20Prospectus_e41059a3-27d6-4c2f-922c-a7e175c56551.PDF);
(xiv) pages 58-88 of the base prospectus dated 31 May 2017 (accessible at http://www.ise.ie/debt_documents/Final%20Base%20Prospectus%202017.05.17.6631a6418-e12c-424f-86a2-735c4ad69a58.PDF);
(xv) pages 58-88 of the base prospectus dated 31 May 2017 (accessible at http://www.ise.ie/debt_documents/Final%20Base%20Prospectus%202017.05.17.6631a6418-e12c-424f-86a2-735c4ad69a58.PDF), as amended by page 7 of the base prospectus supplement dated 25 August 2017 (accessible at https://www.ise.ie/debt_documents/F%20Supplement_8420040b-ccd0-4460-a4ba-a34a764ae733.PDF); and
(xvi) pages 58-89 of the base prospectus dated 31 May 2018 (accessible at https://www.ise.ie/debt_documents/Final%20Base%20Listing%20Particulars%202018.05.31.2e5f9d445-4bb7-4eb0-3c9-88c2c5e5667d.PDF).

These documents have been filed with the Central Bank of Ireland in accordance with the Prospectus Directive.

The non-incorporated parts of the documents referred to above are either not relevant for the investor or covered elsewhere in this Base Prospectus/Base Listing Particulars.

Any statement contained in this Base Prospectus/Base Listing Particulars or in a document incorporated or deemed incorporated by reference into this Base Prospectus/Base Listing Particulars will be deemed to be modified or superseded for the purposes of this Base Prospectus/Base Listing Particulars to the extent that a statement contained in any subsequent document modifies or supersedes that statement. Any statement that is modified or superseded in this manner will no longer be a part of this Base Prospectus/Base Listing Particulars, except as modified or superseded.

The consolidated financial statements of UBS AG and auditor's report thereon contained in the Annual Report 2018 are incorporated by reference herein to comply with certain requirements of the Prospectus Directive and Euronext Dublin.

The Issuer has undertaken, in connection with the admission to trading of the Notes, that if while the Notes are outstanding and admitted to trading on the regulated market of the Luxembourg Stock Exchange and the Euro MTF Market of the Luxembourg Stock Exchange and/or to trading on the Regulated Market and/or
the Global Exchange Market of Euronext Dublin and/or to listing on the SIX Swiss Exchange there shall occur any significant new factor which is not reflected in this Base Prospectus/Base Listing Particulars (or any supplements thereto or any of the documents incorporated by reference in this Base Prospectus/Base Listing Particulars) and/or there shall be any material mistake or inaccuracy relating to the information included in this Base Prospectus/Base Listing Particulars (or any supplements thereto or any of the documents incorporated by reference in this Base Prospectus/Base Listing Particulars), in each case which is capable of affecting the assessment of the Notes, the Issuer will prepare or procure the preparation of any amendment or supplement to this Base Prospectus/Base Listing Particulars or, as the case may be, publish a new Base Prospectus/Base Listing Particulars for use in connection with any subsequent offering by the Issuer of Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange and the Euro MTF Market of the Luxembourg Stock Exchange and/or to trading on the Regulated Market and/or the Global Exchange Market of Euronext Dublin and/or to listing on the SIX Swiss Exchange.

The Issuer will, at its specified offices in Switzerland and at the specified offices of the Paying Agent in Luxembourg, provide, free of charge, upon the oral or written request, a copy of this Base Prospectus/Base Listing Particulars (or any document incorporated by reference in this Base Prospectus/Base Listing Particulars). Written or oral requests for such documents should be directed to the specified office of the Listing Agent in Luxembourg.

The reports filed with the SEC be accessed at http://www.sec.gov via the internet.

Websites specified in this Base Prospectus/Base Listing Particulars are provided for convenience only and their contents do not form any part of this Base Prospectus/Base Listing Particulars.
 TERMS AND CONDITIONS OF THE NOTES

UBS AG (the "Issuer") has established a programme (the "Programme") under which it will issue notes and other debt securities (the "Notes"), in each case acting through its head offices in Basel and Zurich ("UBS Head Office") or its London branch ("UBS AG London Branch"), Jersey branch ("UBS AG Jersey Branch"), Australia branch ("UBS AG Australia Branch"), Hong Kong branch ("UBS AG Hong Kong Branch") or one of its other branches outside of Switzerland as it may from time to time determine (UBS AG London Branch, UBS AG Jersey Branch, UBS AG Australia Branch, UBS AG Hong Kong Branch or the Issuer acting through such other branch outside of Switzerland, a "Branch"). The Notes will be issued in series (each a "Series"). Each Series may comprise one or more tranches of Notes issued on different issue dates (each a "Tranche"). The Notes of each Tranche will have identical terms and conditions; however, except in the case of Swiss Notes (as defined in the General Terms and Conditions (as defined below)), a Tranche may comprise Notes in bearer form and Notes in registered form. The Notes of each Series will have identical terms; however, the issue date for each Tranche will, and the issue price and the date for the first payment of interest of each Tranche may, be different from the issue date, the issue price and the date for the first payment of interest in other Tranches of the same Series.

In connection with each issue of Notes, where such issue requires a prospectus under Directive 2003/71/EC, as amended or superseded (the "Prospectus Directive") the Issuer will prepare final terms (the "Final Terms") or a drawdown prospectus (the "Drawdown Prospectus") which will contain the information which specifically relates to that issue of Notes.

In connection with each issue of Notes, where such issue does not require a prospectus under the Prospectus Directive, the Issuer will prepare a pricing supplement using one of the two forms contained in this Base Prospectus (see "Pro Forma Pricing Supplement" and "Pro Forma Alternative Pricing Supplement" below), as elected by the Issuer (the "Pricing Supplement"), which will contain the information which specifically relates to such issue of Notes.

In relation to any issue of Notes, the Final Terms may contain provisions which complete, and the Pricing Supplement or the Drawdown Prospectus may contain provisions which supplement, modify or replace, all or any part of the General Terms and Conditions for the purpose of that issue alone. In relation to the terms and conditions of any issue of Notes, to the extent that there is any inconsistency between the General Terms and Conditions and the terms and conditions which appear in the relevant Final Terms, the Pricing Supplement or Drawdown Prospectus, as applicable, the terms and conditions which appear in such Final Terms, Pricing Supplement or Drawdown Prospectus shall prevail.

To determine the terms and conditions which apply to a particular issue of Notes, it is necessary (i) to refer to the General Terms and Conditions in force on the date the Notes were issued and (ii) to consider the extent to which the General Terms and Conditions have been completed by the information contained in the relevant Final Terms or supplemented, modified or replaced by the information contained in the relevant Drawdown Prospectus or Pricing Supplement (as the case may be).

In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus or a Pricing Supplement, each reference herein in to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus or Pricing Supplement.

The Issuer has agreed that The Bank of New York Mellon, acting through its London Branch, UBS AG, UBS Switzerland AG and UBS Europe SE (each an "Agent", which expression includes any successor or additional Agent appointed) may each act as issue and paying agent for the Notes issued under the Programme which require an issue or paying agent to be appointed and that The Bank of New York Mellon SA/NV, Luxembourg Branch, U.S. Bank Trust National Association, UBS AG, UBS Switzerland AG and UBS Europe SE (each a "Registrar", which expression includes any successor or additional Registrar appointed) may each act as registrar for any Notes issued under the Programme which require a registrar to be appointed. The relevant Agent(s) and, if applicable, relevant Registrar(s) for the Tranche will be specified in the applicable Final Terms.

Each of UBS AG, UBS Switzerland AG and UBS Europe SE will only be appointed by the Issuer as an Agent and/or Registrar in respect of Notes in registered form being sold outside the United States to non-US persons in reliance on Regulation S.
The Issuer and The Bank of New York Mellon, acting through its London Branch, The Bank of New York Mellon SA/NV, Luxembourg Branch, U.S. Bank Trust National Association, The Bank of New York Mellon SA/NV Dublin Branch as Irish paying agent (the "Irish Paying Agent", which expression includes any successor of The Bank of New York Mellon SA/NV Dublin Branch as Irish Paying Agent), UBS AG, UBS Switzerland AG and UBS Europe SE (the "Paying Agents" which expression shall include the relevant Agent and any other paying agent appointed in accordance with the terms of the Agency Agreement) and transfer agents (the "Transfer Agents", which expression shall include The Bank of New York Mellon and any other transfer agent appointed in accordance with the terms of the Agency Agreement) have entered into an amended and restated issuing and paying agency agreement dated 7 June 2019 (as further amended and restated from time to time, the "Agency Agreement"). The Issuer has also entered into a deed of covenant dated 7 June 2019 (as further amended and restated from time to time, the "Deed of Covenant") in relation to the Notes issued under the Programme.

References to the parties herein and in the General Terms and Conditions include references to their successors, including without limitation, an entity which assumes the rights and obligations of the relevant party by operation of the law of the jurisdiction of incorporation or domicile of such party.

The Agency Agreement contains a set of general terms and conditions (the "General Terms and Conditions"). The General Terms and Conditions do not reflect the terms and conditions of any specific issue of Notes. The General Terms and Conditions may be amended from time to time.

Subject to the below, in the case of each Series of SIS Notes (as defined in the General Terms and Conditions), the Issuer will, together with (i) the other parties to the Agency Agreement, (ii) UBS AG, Zurich and Basel, as principal Swiss paying agent and (iii) the other agents acting as Swiss paying agents, if any, enter into a supplemental issuing and paying agency agreement with respect to such Series of SIS Notes substantially in the form attached to the Agency Agreement (each, an "SIS Note Supplemental Agency Agreement"). The Issuer may, at any time (but in any case on or prior to the Issue Date of the first Tranche of Uncertificated Swiss Non-SIS Notes to be issued under the Programme), together with UBS AG, Zurich and Basel and/or UBS Switzerland AG, as principal Swiss paying agent enter into an agency agreement with respect to all Uncertificated Swiss Notes issued under the Programme on or after the date of such agreement (the "Uncertificated Swiss Note Agency Agreement") and, in such case, references herein to “SIS Note Supplemental Agency Agreement” and "Agency Agreement” shall, in the case of any Uncertificated Swiss Notes to which the Uncertificated Swiss Note Agency Agreement applies, be construed accordingly. References herein to "Principal Swiss Paying Agent" mean (i) in the case of any Series of Uncertificated Swiss Non-SIS Notes (including, for the avoidance of doubt, the Uncertificated Swiss Notes that result from the conversion of such Series of Uncertificated Swiss Non-SIS Notes in accordance with Condition 2(e)(iii)), UBS Switzerland AG in its capacity as such under the Uncertificated Swiss Note Agency Agreement, (ii) in the case of any Series of Bearer SIS Notes, UBS AG, Zurich and Basel, in its capacity as such under the applicable SIS Note Supplemental Agency Agreement, and (iii) in the case of any Series of Uncertificated Swiss SIS Notes, UBS AG, Zurich and Basel, in its capacity as such under the applicable SIS Note Supplemental Agency Agreement or UBS AG, Zurich Basel, or UBS Switzerland AG (whichever is specified in the relevant Pricing Supplement) in its capacity as such under the Uncertificated Swiss Note Agency Agreement.

The applicable provisions of the relevant Final Terms will be endorsed upon, or attached to, each temporary global Note, permanent global Note, definitive Bearer Note and Registered Note. A copy of the relevant Final Terms (as applicable) for each issue of Notes will be available for inspection at the specified office of the relevant Agent and, in the case of Notes in registered form, the relevant Registrar. In respect of Notes listed on the regulated market of the Luxembourg Stock Exchange or the Luxembourg Stock Exchange's Euro MTF Market, a copy of the relevant Final Terms will be lodged with the Luxembourg Stock Exchange and will be available free of charge at the specified office of the Paying Agent and the Transfer Agent in Luxembourg. In respect of Notes listed on the Regulated Market or the Global Exchange Market of Euronext Dublin, a copy of the Final Terms will be delivered to Euronext Dublin. In respect of Notes listed on the SIX Swiss Exchange, a copy of the relevant Final Terms will be delivered to SIX Exchange Regulation Ltd.

Each issue of Notes may be (i) represented by Notes in bearer form ("Bearer Notes") or (ii) represented by Notes in registered form ("Registered Notes") or (iii) represented by Bearer Notes or Registered Notes or (iv) in the case of Notes issued by UBS Head Office, UBS AG London Branch or UBS AG Jersey Branch, in uncertificated form ("Uncertificated Swiss Notes") as indicated in the relevant Final Terms. If the relevant Final Terms for an issue of Notes specifies that the Notes may be represented by Bearer Notes or
Registered Notes, then unless otherwise specified in the relevant Final Terms, Bearer Notes may be exchanged for Registered Notes of the same Series; however, it will not be possible to exchange Registered Notes for Bearer Notes.

Bearer Notes

Unless otherwise specified in the relevant Final Terms, in relation to each issue of Notes for which Bearer Notes are available, the Bearer Notes (other than Bearer SIS Notes) may initially be represented by any one or more of (i) one or more temporary global Notes (each, a "Temporary Global Note"), (ii) one or more permanent global Notes (each, a "Permanent Global Note") or (iii) definitive Notes. In the case of Bearer Notes initially represented by a Temporary or Permanent Global Note (each a "Global Note"), if the relevant Final Terms specify that the New Global Note form is not applicable, the Global Note will be deposited with a depositary for one, or a common depositary for more than one, clearing system, including Euroclear Bank SA/NV ("Euroclear"), Clearstream Banking S.A. ("Clearstream Luxembourg"), Clearstream Banking AG ("Clearstream Frankfurt") and SIS. Otherwise, if the relevant Final Terms specify that the New Global Note form is applicable, the Global Note will be deposited with a common safekeeper for Euroclear and/or Clearstream Luxembourg. Temporary Global Notes will be exchanged for either (i) a Permanent Global Note which, if the relevant Final Terms specify that the New Global Note form is not applicable, will be held by a depositary for one, or a common depositary for more than one, clearing system, or if the relevant Final Terms specify that the New Global Note form is applicable, will be held by a common safekeeper or clearing system, as the case may be, or (ii) definitive Notes in accordance with the provisions set out in the relevant Temporary Global Note. A Permanent Global Note may be exchanged for definitive Notes only in accordance with the provisions set out in the relevant Permanent Global Note. As a result of the issue of global Notes, rights conferred by Euroclear, Clearstream Luxembourg or Clearstream Frankfurt in relation to the Notes will be created in favour of Noteholders.

In the case of each Tranche of Bearer Notes that are SIS Notes ("Bearer SIS Notes"), such Bearer SIS Notes will be (i) issued by a Branch, and (ii) represented exclusively by a Permanent Global Note, which will be deposited with SIS or such other intermediary (Verwahrungsstelle) in Switzerland recognised by the SIX Swiss Exchange for purposes of Art. 6 para. 1 lit. c of the Swiss Federal Intermediated Securities Act (Bucheffektiengesetz) (as may be amended from time to time, the "FISA") (SIS or such other intermediary, the "SIS Note Intermediary"). Once the Permanent Global Note is deposited with the SIS Note Intermediary and entered into the accounts of one or more participants of the SIS Note Intermediary, the Bearer SIS Notes represented thereby will constitute intermediated securities (Bucheffekten) within the meaning of the FISA ("Intermediated Securities"). For so long as the Permanent Global Note representing the Bearer SIS Notes remains deposited with the SIS Note Intermediary the co-ownership interest shall be suspended.

The records of the SIS Note Intermediary will determine the number of Bearer SIS Notes held through each participant in the SIS Note Intermediary. For so long as the Bearer SIS Notes constitute Intermediated Securities, (i) such Bearer SIS Notes may only be transferred by the entry of the transferred Bearer SIS Notes in a securities account of the transferee, and (ii) the holder of any such Bearer SIS Note will be the person, other than an intermediary (Verwahrungsstelle), holding such Bearer SIS Note in a securities account (Effektkonto) with an intermediary (Verwahrungsstelle) or the intermediary (Verwahrungsstelle) holding such Bearer SIS Note for its own account (and the expressions "Noteholder", "Holder" and "holder of Notes" and related expressions shall be construed accordingly).

Neither the Issuer nor any holder of Bearer SIS Notes will at any time have the right to effect or demand the conversion of the Permanent Global Note documenting such Bearer SIS Notes into, or the delivery of, individually certificated securities (Wertpapiere) or uncertificated securities (Wertrechte).

No physical delivery of the Bearer SIS Notes shall be made unless and until Bearer SIS Notes in definitive form ("Definitive Bearer SIS Notes") are printed. Definitive Bearer SIS Notes may only be printed, in whole, but not in part, if the Principal Swiss Paying Agent determines, after consultation with the Issuer, that the printing of the definitive Notes is necessary or useful or the presentation of definitive Notes is required by Swiss or other applicable laws and regulations in connection with the enforcement of the rights of Noteholders. Should the Principal Swiss Paying Agent so determine, it shall provide for the printing of Definitive Bearer SIS Notes without cost to the holders of the relevant Bearer SIS Notes. If Definitive Bearer SIS Notes are printed, the Principal Swiss Paying Agent will (i) cancel the Permanent Global Note documenting the relevant Bearer SIS Notes and (ii) deliver the Definitive Bearer SIS Notes documenting
such Bearer SIS Notes to the relevant Noteholders against cancellation of such Notes in the Noteholders' securities accounts.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note documenting Bearer SIS Notes will be made through the SIS Note Intermediary without any requirement for certification.

Registered Notes

Registered Notes which are sold outside the United States (as defined in Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "Securities Act")) to non-US persons only in reliance on Regulation S, will initially be represented by interests in a single, permanent global unrestricted registered Note (each an "Unrestricted Global Note"), without Coupons or Talons, which will be deposited with a depositary for, and registered in the name of a nominee of, Euroclear, Clearstream Luxembourg, Clearstream Frankfurt and/or any other relevant clearing system. Interests in each such Unrestricted Global Note may be held only through Euroclear, Clearstream Luxembourg, Clearstream Frankfurt and/or any other such relevant clearing system.

Each Note represented by an Unrestricted Global Note will either be: (a) in the case of a Note in registered form which is not to be held under the new safekeeping structure (the "New Safekeeping Structure" or "NSS"), registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream Luxembourg and/or any other relevant clearing system and the relevant Unrestricted Global Note will be deposited on or about the issue date with the common depositary; or (b) in the case of a Note in registered form which is intended to be held as eligible collateral for the operations of the Eurosystem and which is therefore to be held under the New Safekeeping Structure, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream Luxembourg and/or any other relevant clearing system and the relevant Unrestricted Global Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream Luxembourg.

Registered Notes sold in the United States to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act ("Rule 144A")) only in reliance upon Rule 144A will initially be represented by a single, permanent global restricted registered Note (each, a "Restricted Global Note"), without Coupons or Talons, which will be deposited with a custodian for, and registered in the name of Cede & Co. as nominee for The Depository Trust Company ("DTC") or, subject to compliance with applicable legal, regulatory and clearing system requirements, deposited with a depositary for, and registered in the name of, a nominee of Euroclear or Clearstream Luxembourg.

Registered Notes sold both in the United States to "qualified institutional buyers" in reliance upon Rule 144A and outside the United States to non-US persons in reliance on Regulation S will initially be represented by a single, unified global registered Note (each, a "Unified Global Note"), without Coupons or Talons, which will be deposited with a depositary for, and registered in the name of a nominee of, Euroclear and/or Clearstream Luxembourg. Interests in each such Unified Global Note may be held only through Euroclear and/or Clearstream Luxembourg.

References in this Base Prospectus to "Global Note Certificate" shall be construed as a reference to an Unrestricted Global Note and/or a Restricted Global Note and/or a Unified Global Note.

Holders of interests in a Global Note Certificate may apply for definitive Registered Notes only in the limited circumstances set out in the relevant global Note.

The Registered Notes are constituted by the Deed of Covenant.

Uncertificated Swiss Notes

Uncertificated Swiss Notes will be sold outside the United States only to non-US persons in reliance on Regulation S and will be issued as either Uncertificated Swiss SIS Notes or Uncertificated Swiss Non-SIS Notes, as specified in the relevant Final Terms.

Uncertificated Swiss SIS Notes

Uncertificated Swiss SIS Notes will be issued as uncertificated securities (Wertrechte), which will be created by the Issuer by means of a registration in its register of uncertificated securities (Wertrechtembuch). Such uncertificated securities will be entered into the main register (Hauptregister) of SIS or any other SIS
Note Intermediary and, once such uncertificated securities are entered into accounts of one or more participants of the SIS Note Intermediary, the Uncertificated Swiss SIS Notes will constitute Intermediated Securities.

The records of the SIS Note Intermediary will determine the number of Uncertificated Swiss SIS Notes held through each participant in the SIS Note Intermediary. For so long as the Uncertificated Swiss SIS Notes constitute Intermediated Securities, (i) the Uncertificated Swiss SIS Notes may only be transferred by the entry of the transferred Uncertificated Swiss SIS Notes in a securities account of the transferee, and (ii) the holder of any such Uncertificated Swiss SIS Note will be the person, other than an intermediary (Verwahrungsstelle), holding such Uncertificated Swiss SIS Note in a securities account (Effektenkonto) with an intermediary (Verwahrungsstelle) or the intermediary (Verwahrungsstelle) holding such Uncertificated Swiss SIS Note for its own account (and the expressions "Noteholder", "Holder" and "holder of Notes" and related expressions shall be construed accordingly).

Neither the Issuer nor any holder of an Uncertificated SIS Note nor any third party will at any time have the right to effect or demand the conversion of such Uncertificated SIS Note into, or the delivery of, a permanent global certificate (Globalurkunde) or individually certificated securities (Wertpapiere).

**Uncertificated Swiss Non-SIS Notes**

Uncertificated Swiss Non-SIS Notes will be issued as uncertificated securities (Wertrechte), which will be created by the Issuer by means of a registration in its register of uncertificated securities (Wertrechtebuch). Such uncertificated securities will be entered into the main register (Hauptregister) of UBS Switzerland AG in its capacity as intermediary (Verwahrungsstelle) for purposes of Art. 6 para. 1 lit. c. of the FISA (the "Non-SIS Note Intermediary") and, once such uncertificated securities are entered into accounts of one or more participants of the Non-SIS Note Intermediary, the Uncertificated Swiss Non-SIS Notes will constitute Intermediated Securities.

The records of the Non-SIS Note Intermediary will determine the number of Uncertificated Swiss Non-SIS Notes held through each participant in the Non-SIS Note Intermediary. For so long as the Uncertificated Swiss Non-SIS Notes constitute Intermediated Securities, (i) the Uncertificated Swiss Non-SIS Notes may only be transferred by the entry of the transferred Uncertificated Swiss Non-SIS Notes in a securities account of the transferee, and (ii) the holder of any such Uncertificated Swiss Non-SIS Note will be the person, other than an intermediary (Verwahrungsstelle), holding such Uncertificated Swiss Non-SIS Note in a securities account (Effektenkonto) with an intermediary (Verwahrungsstelle) or the intermediary (Verwahrungsstelle) holding such Uncertificated Swiss SIS Note for its own account (and the expressions "Noteholder", "Holder" and "holder of Notes" and related expressions shall be construed accordingly).

A Series of Uncertificated Swiss Non-SIS Notes will not be registered with the SIS or any other central securities depository, unless and until any Noteholder elects to convert the Notes of such Series, in whole but not in part, into Uncertificated Swiss SIS Notes in accordance with Condition 2(e)(ii).

Neither the Issuer nor any holder of an Uncertificated Swiss Non-SIS Note will at any time have the right to effect or demand the conversion of such Uncertificated Swiss Non-SIS Note into, or the delivery of, a permanent global certificate (Globalurkunde) or individually certificated securities (Wertpapiere).

**Conditions applicable to Global Notes (other than Bearer SIS Notes)**

Each Global Note (except in the case of Bearer SIS Notes) and Global Note Certificate will contain provisions which modify the General Terms and Conditions of the Notes as they apply to the Global Note or Global Note Certificate. The following is a summary of certain of those provisions:

**Payments:** All payments in respect of the Global Note or Global Note Certificate which, according to the General Terms and Conditions of the Notes, require presentation and/or surrender of Note or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note or Global Note Certificate to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a Classic Global Note the payment is noted in a schedule thereto and in respect of a New Global Note the payment is entered pro rata in the records of Euroclear and Clearstream, Luxembourg.
Payment Business Day: in the case of a Global Note or a Global Note Certificate, shall be: if the currency of payment is euro, any day which is a TARGET Settlement and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.
GENERAL TERMS AND CONDITIONS

The terms and conditions which are set out below are the General Terms and Conditions which appear in the Agency Agreement. The General Terms and Conditions may be completed from time to time by the relevant Final Terms, Pricing Supplement or Drawdown Prospectus in respect of the relevant issue of the Notes. In the case of any Tranche of Notes which is being (a) offered to the public in a Member State (other than pursuant to one or more exemptions set out in Article 3.2 of the Prospectus Directive) or (b) admitted to trading on a "regulated market" in a Member State, the relevant Final Terms shall not amend or replace any information in this Base Prospectus. In respect of any Tranche of Notes, the issue of which requires a prospectus under the Prospectus Directive, to the extent permitted by applicable law and/or regulation, the Drawdown Prospectus may supplement, amend or replace any information in this Base Prospectus.

In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus or a Pricing Supplement, each reference therein in to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus or Pricing Supplement, unless the context requires otherwise.

1. DEFINITIONS

"Accrual Yield" means the yield as so specified in the relevant Final Terms.

"Adjustment Spread" means, with respect to any Alternative Reference Rate, a spread (which may be positive or negative) or formula or methodology for calculating any such spread applied to such Alternative Reference Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders and Couponholders as a result of the replacement of the Existing Reference Rate with such Alternative Reference Rate.

"Agency Agreement" means the amended and restated issuing and paying agency agreement for the Programme dated 7 June 2019 (as further amended and restated from time to time); provided, however, that (i) with respect to any Notes for which a Supplemental Agency Agreement will be entered into, all references to the Agency Agreement herein shall be to the Agency Agreement as supplemented by the relevant Supplemental Agency Agreement (as amended and restated from time to time), and (ii) with respect to any Uncertificated Swiss Notes subject to the Uncertificated Swiss Note Agency Agreement, all references to the Agency Agreement herein shall be to the Uncertificated Swiss Note Agency Agreement (as amended and restated from time to time).

"Agent" means the Agent for the Series of Notes specified in the relevant Final Terms; provided, however, that with respect to any Series of Swiss Notes, all references to the relevant Agent herein shall be to the Principal Swiss Paying Agent.

"BBSW" means, in respect of Australian dollars and any specified period, the interest rate (expressed as a percentage per annum) for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the "AVG MID" on the Reuters Screen BBSW page at approximately 10.10 a.m. on the first day of such specified period. However, if such rate does not appear on the Reuters Screen BBSW page by 10.30 a.m. on that day, or if it does appear but the Issuer determines that there is an obvious error in that rate, "BBSW Rate" means the rate determined by the Issuer in good faith having regard, to the extent possible, to the comparable indices then available. The rate must be expressed as a percentage per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001 per cent.)

"Bearer Notes" means Notes in bearer form.

"Bearer SIS Notes" means SIS Notes that are Bearer Notes.

"Broken Amount" means the amount as so specified in the relevant Final Terms.

"Business Day" means a day on which (i) commercial banks are open for business in the financial centres referred to in the Business Days section of the relevant Final Terms, and (ii) foreign exchange markets settle payments generally in the financial centres referred to in the Business Days section of the relevant Final Terms. In relation to Notes denominated in euro, a "Business Day" is a day on which the TARGET2 System is operating. provided that, if the Issuer determines,
with the agreement of the relevant Agent, that the market practice in respect of internationally
offered euro-denominated securities is different from that specified herein, the definition of
"Business Day" shall be deemed to be amended so as to comply with such market practice and the
Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may
be listed and the Paying Agents of such deemed amendment. In relation to Notes denominated in
Renminbi only, "Business Day" is a day (other than a Sunday or a Saturday) on which commercial
banks and foreign exchange markets are open for business and settle Renminbi payments in Hong
Kong and are not authorised or obligated by law or executive order to be closed.

"Business Day Convention", in relation to any particular date, shall be the convention specified
in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different
meanings in relation to different dates and, in this context, the following expressions shall have the
following meanings:

(a) "Following Business Day Convention" means that the relevant date shall be postponed
to the first following day that is a Business Day;

(b) "Modified Following Business Day Convention" or "Modified Business Day
Convention" means that the relevant date shall be postponed to the first following day
that is a Business Day unless that day falls in the next calendar month in which case that
date will be the first preceding day that is a Business Day;

(c) "Preceding Business Day Convention" means that the relevant date shall be brought
forward to the first preceding day that is a Business Day;

(d) "FRN Convention", "Floating Rate Convention" or "Eurodollar Convention" means
that each relevant date shall be the date which numerically corresponds to the preceding
such date in the calendar month which is the number of months specified in the relevant
Final Terms as the Specified Period after the calendar month in which the preceding such
date occurred provided, however, that:

(i) if there is no such numerically corresponding day in the calendar month in which
any such date should occur, then such date will be the last day which is a Business
Day in that calendar month;

(ii) if any such date would otherwise fall on a day which is not a Business Day, then
such date will be the first following day which is a Business Day unless that day
falls in the next calendar month, in which case it will be the first preceding day
which is a Business Day; and

(iii) if the preceding such date occurred on the last day in a calendar month which was
a Business Day, then all subsequent such dates will be the last day which is a
Business Day in the calendar month which is the specified number of months after
the calendar month in which the preceding such date occurred;

(e) "Following Unadjusted Business Day Convention" means, for any Interest Payment
Date, other than the stated maturity date, that falls on a day that is not a Business Day, any
payment due on such Interest Payment Date will be postponed to the next day that is a
Business Day; provided that interest due with respect to such Interest Payment Date shall
not accrue from and including such Interest Payment Date to and including the date of
payment of such interest as so postponed;

(f) "Modified Following Unadjusted Business Day Convention" means, for any Interest
Payment Date, other than the stated maturity date, that falls on a day that is not a Business Day, any
payment due on such Interest Payment Date will be postponed to the next day that is a Business Day; provided that interest due with respect to such Interest Payment Date shall
not accrue from and including such Interest Payment Date to and including the date of
payment of such interest as so postponed; and provided, further, that if such day
would fall in the next succeeding calendar month, the date of payment with respect to such
Interest Payment Date will be advanced to the Business Day immediately preceding such
Interest Payment Date; and
(g)  "No Adjustment" means that the relevant date shall not be adjusted in accordance with any Business Day Convention.

"Calculation Agent" means the calculation agent specified in the relevant Final Terms.

"Calculation Amount" means the calculation amount as specified in the relevant Final Terms.

"CDOR" means, in respect of any Canadian dollar denominated issuance and any specified period, the interest rate benchmark known as the Canadian Dealer Offered Rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Investment Dealers Association (or any other Person which takes over the administration of that rate) based on the average rate for Canadian dollar bankers acceptances for a number of designated maturities which are provided by a panel of contributor banks (details of historic CDOR rates can be obtained from the designated distributor).

"Condition" means one of the Terms and Conditions of the Notes.

"Couponholder" means the bearer of a Coupon.

"Coupon" means a coupon entitling the holder to receive a payment of interest in relation to an interest bearing Bearer Note in definitive form. Interest bearing Bearer Notes in definitive form will be issued with Coupons attached. Any reference herein to a Coupon shall, unless the context otherwise requires, be deemed to include a reference to a Talon.

"Day Count Fraction" means, in respect of the calculation of an amount for any period of time (the "Calculation Period"), such day count fraction as may be specified in these Conditions or the relevant Final Terms:

(i) if "Actual/Actual (ICMA)" is so specified, means:

(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(b) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(ii) if "Actual/365", "Actual/Actual" or "Actual/Actual (ISDA)" is so specified, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "Actual/360" is so specified, the actual number of days in the Calculation Period divided by 360;

(iv) if "30/360" is so specified, the number of days in the Calculation Period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date (such number of days being calculated on the basis of 12 30-day months) divided by 360; and
(v) if "Actual/365 (Fixed)" is so specified, means the actual number of days in the Calculation Period divided by 365.

"Drawdown Prospectus" means the drawdown prospectus prepared in connection with an issue of the Notes. A copy of the Drawdown Prospectus is available for inspection at the specified office of the relevant Agent and, in the case of Registered Notes, the relevant Registrar and is available free of charge at the specified office of the Paying Agent and the Transfer Agent in Luxembourg.

"Dual Currency Notes" shall mean the Notes which are identified in the relevant Final Terms as being Notes to which the dual currency provisions are applicable.

"Early Redemption Amount" means the amount so specified in the relevant Final Terms.

"Early Redemption Date" means the date as so specified in the relevant Final Terms.

"EURIBOR" means, in respect of any specified maturity, the interest rate benchmark known as the Eurozone Interbank Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Money Markets Institute (or any other Person that takes over the administration of that rate) based on estimated euro interbank term deposit rates for such maturity that are provided by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor).

"Euronext Dublin" means the Irish Stock Exchange plc trading as Euronext Dublin.

"Final Redemption Amount" means the amount as so specified in the relevant Final Terms.

"Final Terms" means the final terms prepared in connection with an issue of the Notes. A copy of the Final Terms is available for inspection at the specified office of the relevant Agent and, in the case of Registered Notes, the relevant Registrar and is available free of charge at the specified office of the Paying Agent and the Transfer Agent in Luxembourg.

"FISA" means the Swiss Federal Intermediated Securities Act (Bucheffektengesetz), as may be amended from time to time.

"Fixed Coupon Amount" means the amount as so specified in the relevant Final Terms.

"Floating Rate Notes" means Notes on which interest is calculated at a floating rate as so specified in the relevant Final Terms.

"HIBOR" means, in respect of any Hong Kong dollar denominated issuance and any specified period, the interest rate benchmark known as the Hong Kong Inter Bank Offered Rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Hong Kong Association of Banks (or any other Person which takes over the administration of that rate) based on estimated Hong Kong dollar denominated interbank borrowing rates for a number of designated maturities which are provided by a panel of contributor banks (details of historic HIBOR rates can be obtained from the designated distributor).

"Higher Redemption Amount" means the amount as so specified in the relevant Final Terms.

"Independent Adviser" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case, appointed by the Issuer at its own expense.

"Independent Adviser Determination Cut-off Date" has the meaning assigned to such term in subparagraph 6(f)(A) of Condition 6 (Interest).

"Instalment Amount" means the amount as so specified in the relevant Final Terms.

"Instalment Note" means a Note, the nominal amount of which is payable by instalments.

"Interest Basis" means the interest basis as so specified in the relevant Final Terms.
"Interest Commencement Date" means the date as so specified in the relevant Final Terms.

"Interest Determination Date" means the date as so specified in the relevant Final Terms.

"Interest Payment Date" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

"Intermediated Securities" means intermediated securities (Bucheffekten) within the meaning of the FISA.

"ISDA Definitions" means either the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.)

"Issue Date" means the date as so specified in the relevant Final Terms.

"Issuer" means UBS AG (acting through its head offices in Basel and Zurich ("UBS Head Office") or its London branch ("UBS AG London Branch"), Jersey branch ("UBS AG Jersey Branch"), Australian branch ("UBS AG Australia Branch"), Hong Kong branch ("UBS AG Hong Kong Branch") or any of its other branches outside of Switzerland as it may from time to time determine (UBS AG London Branch, UBS AG Jersey Branch, UBS AG Australia Branch, UBS AG Hong Kong Branch or such other branch outside of Switzerland, a "Branch") as specified in the relevant Final Terms).

"JPY TSR" means, in respect of Yen and any specified period, the swap rate for Yen swap transactions known as the Tokyo swap reference rate which is calculated and published by a designated distributor (currently Thomson Reuters) based on the mid-market semi-annual swap rate for the semi-annual fixed leg of a fixed-for floating Yen interest rate swap transaction where the floating leg is equivalent to LIBOR for Yen with a maturity of six months for a number of designated maturities which are provided by a panel of contributor banks (details of historic JPY TSR rates can be obtained from the designated distributor).

"LIBOR" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the London interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of ICE Benchmark Administration Limited (or any other Person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic LIBOR rates can be obtained from the designated distributor).

"London Banking Day" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.
"Make-Whole Redemption Amount" means in respect of a Note and any Make-Whole Redemption Date, the greater of (i) the outstanding principal amount of such Note and (ii) the present value, as determined by the Issuer, of the remaining scheduled payments of principal and interest on such Note (not including any accrued and unpaid interest to but excluding such Make-Whole Redemption Date) discounted to such Make-Whole Redemption Date at the Reinvestment Rate (as determined by the Issuer on the Reinvestment Rate Determination Date) on the basis of the same frequency and by reference to the same day count fraction as is applicable to such payments on the Reference Bond.

"Make-Whole Redemption Date" means the make-whole event redemption date(s) specified in the relevant Final Terms.

"Margin" means the margin as so specified in the relevant Final Terms.

"Maturity Date" means the date as so specified in the relevant Final Terms.

"Minimum Redemption Amount" means the amount as so specified in the relevant Final Terms.

"NIBOR" means, in respect of any Norwegian Krone denominated issuance and any specified period, the interest rate benchmark known as the Norwegian Inter Bank Offered Rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of Finance Norway (or any other Person which takes over the administration of that rate) based on estimated Norwegian Krone denominated interbank borrowing rates for a number of designated maturities which are provided by a panel of contributor banks (details of historic NIBOR rates can be obtained from the designated distributor).

"Non-SIS Note Intermediary" means, with respect to any Series of Uncertificated Swiss Non-SIS Notes, UBS Switzerland AG in its capacity as intermediary (Verwahrungsstelle) for purposes of Art. 6 para. 1 lit. c. of the FISA.

"Noteholder" or "Holders" means (i) in relation to a Bearer Note, the bearer of the Bearer Note, provided that in relation to a Bearer SIS Note (a) if such Note constitutes an Intermediated Security, (x) the Person, other than an intermediary (Verwahrungsstelle), holding such Note in a securities account (Effektenkonto) with an intermediary (Verwahrungsstelle), or (y) the intermediary (Verwahrungsstelle) holding such Note for its own account, or (b) if Definitive Bearer SIS Notes have been printed, the bearer of the Definitive Bearer SIS Note, (ii) in relation to a Registered Note, the Person in whose name the Registered Note is registered, and (iii) in relation to an Uncertificated Swiss Note that constitutes an Intermediated Security, (a) the Person, other than an intermediary (Verwahrungsstelle), holding such Note in a securities account (Effektenkonto) with an intermediary (Verwahrungsstelle), or (b) the intermediary (Verwahrungsstelle) holding such Note for its own account.

"Notes" means the notes or debt securities of the Tranche or Series specified in the relevant Final Terms. Any reference to Notes includes a reference to (i) Bearer Notes or Registered Notes or Uncertificated Swiss SIS Notes or Uncertificated Swiss Non-SIS Notes, whichever is specified in the relevant Final Terms, (ii) Unified Global Notes and (iii) notes of such Tranche or Series in global form and notes in definitive form.

"Optional Redemption Amount" means the amount as so specified in the relevant Final Terms.

"Optional Redemption Date" means the date as so specified in the relevant Final Terms.

"Partly Paid Note" means a Note specified as such in the relevant Final Terms.

"Paying Agent" means the paying agents named in the Agency Agreement and includes the relevant Agent and any other paying agent appointed in accordance with the terms of the Agency Agreement.

"Person" means any individual, corporation, bank, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organisation or government or any agency or political subdivision thereof.
"Payment Business Day" means:

(a) if the currency of payment is euro, any day which is:

   (i) a day on which the banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

   (ii) a day on which the TARGET2 System is operating; or

(b) if the currency of payment is not euro, any day which is:

   (i) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

   (ii) a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment.

"Pricing Supplement" means the pricing supplement prepared in connection with an issue of the Notes which will not require a prospectus under the Prospectus Directive. A copy of the Pricing Supplement is available for inspection at the specified office of the relevant Agent and, in the case of Registered Notes, the relevant Registrar.

"Principal Financial Centre" means, in relation to any currency, the principal financial centre for that currency provided, however, that:

(a) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

(b) in relation to Australian dollars, it means Sydney or Melbourne and in relation to New Zealand dollars, it means either Wellington or Auckland, in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and

(c) in relation to Renminbi, it means Hong Kong or the principal financial centre as is specified in the relevant Final Terms.

"Principal Swiss Paying Agent" means (i) in the case of each Series of Uncertificated Swiss Non-SIS Notes (including, for the avoidance of doubt, the Uncertificated Swiss SIS Notes that result from the conversion of such Series of Uncertificated Swiss Non-SIS Notes in accordance with Condition 2(e)(ii)), UBS Switzerland AG, (ii) in the case of each Series of Bearer SIS Notes, UBS AG, Basel and Zurich, and (iii) in the case of each Series of Uncertificated Swiss SIS Notes, either UBS AG, Basel and Zurich, or UBS Switzerland AG (whichever is specified in the relevant Pricing Supplement), and, in each case, includes any successor thereto in such capacity.

"Programme" means the programme for issuing notes established by the Issuer, under which the Notes are issued.


"Quotation Time" means the quotation time specified as such in the relevant Final Terms.

"Receipt" means the payment receipt entitling the holder to receive payment of an instalment of principal in relation to an Instalment Note in definitive form. Instalment Notes in definitive form will be issued with Receipts attached.

"Receiptholder" means the bearer of a Receipt.

"Redemption Amount" means in respect of any Note, its nominal amount, or such other amount as may be specified in the relevant Final Terms.
"Reference Bond" means the security or securities specified as such in the relevant Final Terms or, if no such securities are so specified, the security or securities, as selected by the Issuer, that would be utilised, as at the Reinvestment Rate Determination Date and in accordance with customary financial practice, in pricing new issues or corporate debt securities of comparable maturity to the remaining term of the Notes.

"Reference Bond Price" means, with respect to a Reference Bond,

(a) the arithmetic average of five Reference Market Maker Quotations for the relevant Make-Whole Redemption Date, after excluding the highest and lowest Reference Market Maker Quotations; or

(b) if the Issuer obtains fewer than five Reference Market Maker Quotations, but more than one, the arithmetic average of all such quotations; or

(c) if only one such Reference Market Quotation is obtained by the Issuer, the amount of the Reference Market Maker Quotation so obtained,
in each case, as determined by the Issuer.

"Reference Market Maker" means the five brokers or market makers of securities such as the relevant Reference Bond selected by the Issuer or such other five Persons operating in the market for securities such as the Reference Bond as are selected by the Issuer.

"Reference Market Maker Quotations" means, with respect to a Reference Market Maker and any Make-Whole Redemption Date, the average, as determined by the Issuer, of the bid and ask prices for the relevant Reference Bond (expressed in each case as a percentage of its principal amount) quoted to the Issuer at the Quotation Time.

"Reference Rate" means BBSW, CDOR, EURIBOR, HIBOR, JPY TSR, LIBOR, NIBOR, SHIBOR, SOR, SOFR, STIBOR or U.S. Federal Funds Rate as specified in the relevant Final Terms in respect of the currency and period specified in the relevant Final Terms, as may be replaced in accordance with Condition 6(f) (Interest – Benchmark Replacement).

"Registered Notes" means Notes in registered form.

"Registrar" means the Registrar for the Series of Notes specified in the relevant Final Terms.

"Regular Period" means:

(a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls; and

(c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date (or, in the case of the first Interest Period, the Interest Commencement Date) falling in any year to but excluding the next Regular Date, where "Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

"Reinvestment Margin" means the reinvestment margin specified in the relevant Final Terms.

"Reinvestment Rate" means, with respect to any Make-Whole Redemption Date, the rate determined by the Issuer equal to (i) the rate per annum equal to the equivalent yield to maturity
of the Reference Bond or, if there is more than one Reference Bond, the arithmetic average of the equivalent yields to maturity of the Reference Bonds, interpolated on a straightline basis in accordance with customary financial practice, calculated on the Reinvestment Rate Determination Date using a price for each Reference Bond (expressed as a percentage of the principal amount of the Reference Bond(s)) equal to its Reference Bond Price for such Make-Whole Redemption Date, plus (ii) the Reinvestment Margin.

"Reinvestment Rate Determination Date" means the reinvestment rate determination date specified in the relevant Final Terms.

"Relevant Financial Centre" means the financial centre or centres to the relevant currency for the purposes of the definition of "Business Day" in the 2000 ISDA Definitions (as amended and updated as at the date specified in the relevant Final Terms), as published by the International Swaps and Derivatives Association, Inc. or if so specified in the relevant Final Terms, the 2006 ISDA definitions (as amended and updated as at the date specified in the relevant Final Terms), as published by the International Swaps and Derivatives Association, Inc. and in the case of Notes which are denominated in Renminbi means Hong Kong.

"Relevant Screen Page" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

"Renminbi Notes" means Notes denominated in Renminbi.

"Securities Act" means the United States Securities Act of 1933, as amended.

"Series" means the series specified in the relevant Final Terms.

"SHIBOR" means, in respect of a Renminbi-denominated issuance and any specified period, the interest rate benchmark known as the Shanghai Interbank Offered Rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the National Interbank Funding (or any other Person which takes over the administration of that rate) based on estimated interbank Renminbi-denominated borrowing rates on various maturities which are provided by a panel of contributor banks (details of historic SHIBOR rates can be obtained from the designated distributor).

"SIS" means SIX SIS Ltd.

"SIS Note Intermediary" means, with respect to any Series of Uncertificated Swiss SIS Notes, SIS or such other intermediary (Verwahrungsstelle) in Switzerland recognised by the SIX Swiss Exchange for purposes of Art. 6 para. 1 lit. c of the FISA.

"SIS Notes" means Notes that are deposited with, or entered into the main register (Hauptregister) of, SIS or any other SIS Note Intermediary.

"SOR" means, in respect of any Singapore dollar denominated issuance and any specified period, the interest rate benchmark known as the Swap Offered Rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Association of Banks in Singapore (or any other Person which takes over the administration of that rate) based on estimated Singapore dollar denominated interbank borrowing rates for a number of designated maturities which are provided by a panel of contributor banks (details of historic SOR rates can be obtained from the designated distributor).

"Specified Currency" means the currency as so specified in the relevant Final Terms.

"Specified Denomination" means the denomination as so specified in the relevant Final Terms.

"Specified Period" means the period as so specified in the relevant Final Terms.
"STIBOR" means, in respect of any Swedish krona denominated issuance and any specified period, the interest rate benchmark known as the Stockholm Inter Bank Offered Rate which is calculated and published by a designated distributor (currently NASDAQ OMX Stockholm) in accordance with the requirements from time to time of Swedish Bankers' Association (or any other Person which takes over the administration of that rate) based on estimated Swedish krona denominated interbank borrowing rates for a number of designated maturities which are provided by a panel of contributor banks (details of historic STIBOR rates can be obtained from the designated distributor).

"Supplemental Agency Agreement" means, with respect to any Series of Notes, the relevant supplemental issuing and paying agency agreement to the Agency Agreement executed by, amongst others, the Issuer and the agent(s) and/or registrant(s) party thereto.

"Swiss Notes" means the SIS Notes and the Uncertificated Swiss Non-SIS Notes.

"Talon" means a talon entitling the holder to receive further Coupons in relation to an interest bearing Bearer Note in definitive form. Where a Talon is required, interest bearing Bearer Notes in definitive form will be issued with a Talon attached.

"Talonholder" means the bearer of a Talon.

"TARGET2 System" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"Tax Redemption Amount" means the amount as so specified in the relevant Final Terms.

"Terms and Conditions of the Notes" means these General Terms and Conditions as completed by the relevant Final Terms, or amended, supplemented, modified or replaced from time to time by the information contained in the relevant Final Terms. To the extent that the information in the relevant Final Terms supplements, modifies or replaces the General Terms and Conditions, it shall do so only for the purpose of the issue of Notes to which the relevant Final Terms relates. To the extent that there is any inconsistency between the General Terms and Conditions and the terms and conditions which appear in the relevant Final Terms, the terms and conditions which appear in the relevant Final Terms (as applicable) shall prevail.

"Tranche" means the tranche specified in the relevant Final Terms.

"Transfer Agent" means the transfer agents named in the Agency Agreement and includes each Registrar and any substitute or additional agents appointed in accordance with the terms of the Agency Agreement.

"Uncertificated Swiss Non-SIS Notes" means Notes issued in uncertificated form that are not SIS Notes.

"Uncertificated Swiss Note Agency Agreement" means the agency agreement relating to Uncertificated Swiss Notes that the Issuer will enter into with the relevant agent(s) party thereto on or prior to the Issue Date for the first Tranche of Uncertificated Swiss Non-SIS Notes to be issued under the Programme.

"Uncertificated Swiss Notes" means the Uncertificated Swiss Non-SIS Notes and the Uncertificated Swiss SIS Notes.

"Uncertificated Swiss SIS Notes" means SIS Notes issued in uncertificated form.

"Unified Global Notes" means Notes represented by a single unified global note.

"U.S. Federal Funds Rate" means (i) the rate with respect to the particular Interest Determination Date for U.S. dollar federal funds as published in H.15(519) under the caption "Federal funds (effective)" and displayed on Reuters (or any successor service) on page FEDFUNDS1 under the caption "EFFECT" (or any other page as may replace the specified page on that service) ("FEDFUNDS1 Page"), or (ii) if the rate referred to in paragraph (i) above does not so appear on...
the FEDFUNDS1 Page or is not so published by 5.00 P.M., New York City time, on the related
Interest Determination Date, the rate with respect to the particular Interest Determination Date for
U.S. dollar federal funds as published in H.15 Daily Update, or such other recognised electronic
source used for the purpose of displaying the applicable rate, under the caption "Federal funds
(effective)" or (iii) if the rate referred to in paragraph (ii) above is not so published by 5.00 P.M.,
New York City time, on the related Interest Determination Date, the rate for the last preceding
Interest Determination Date for which such rate is set forth in H.15(519) opposite the caption
"Federal funds (effective)", as such rate is displayed on the FEDFUNDS1 Page.

"Zero Coupon Note" means a Note specified as such in the relevant Final Terms.

References to the Issuer include references to its successors, including, without limitation, an entity which
assumes the rights and obligations of the Issuer by operation of the law of jurisdiction or domicile of the
Issuer.

2. FORM AND DENOMINATION

(a) General

(i) The Aggregate Nominal Amount of the Notes is specified in the relevant Final Terms. All
payments in relation to the Notes will be made in the same currency as the Aggregate
Nominal Amount unless otherwise specified in the relevant Final Terms. The Notes are
available in the Specified Denominations specified in the relevant Final Terms.

(ii) Unless otherwise specified in the relevant Final Terms, each Issue of Notes may be (A)
represented by (i) Bearer Notes or (ii) Registered Notes or (iii) Bearer Notes or Registered
Notes or (B) issued as (i) Uncertificated Swiss SIS Notes or (ii) Uncertificated Swiss Non-
SIS Notes, as indicated in the relevant Final Terms. If an issue of Notes is represented by
Bearer Notes or Registered Notes, then unless otherwise specified in the Final Terms,
Bearer Notes may be exchanged for Registered Notes. However, Registered Notes may
not be exchanged for Bearer Notes.

(b) Bearer Notes

(i) Unless otherwise specified in the Final Terms, in relation to each issue of Notes for which
Bearer Notes are available, the Bearer Notes may initially be represented by any one or
more of (i) one or more Temporary Global Notes, (ii) one or more Permanent Global Notes,
or (iii) serially numbered definitive Notes.

(ii) In the case of Bearer Notes initially represented by a Temporary Global Note or Permanent
Global Note, such global note will be deposited with a depositary for one, or a common
depositary or common safekeeper for more than one, clearing system, including Euroclear
Bank SA/NV ("Euroclear"), Clearstream Banking S.A. ("Clearstream Luxembourg")
and Clearstream Banking AG ("Clearstream Frankfurt") or any other clearing system.

(iii) As specified in the relevant Final Terms, Temporary Global Notes will be exchanged for
either (i) a Permanent Global Note which will be held by a depositary for one, or a common
depository or common safekeeper for more than one, clearing system (including Euroclear,
Clearstream Luxembourg and Clearstream Frankfurt), or (ii) serially numbered definitive
notes, in accordance with the provisions set out in the Temporary Global Note. A copy of
the Temporary Global Note will be available for inspection at the office of the relevant
Agent and, in the case of Notes listed on the Luxembourg Stock Exchange, the Paying
Agent in Luxembourg.

(iv) As specified in the relevant Final Terms, a Permanent Global Note may be exchanged for
serially numbered definitive Notes only in accordance with the provisions set out in the
relevant Permanent Global Note. A copy of the Permanent Global Note will be available
for inspection at the office of the relevant Agent and, in the case of Notes listed on the
Luxembourg Stock Exchange, the Paying Agent in Luxembourg.

(v) If so specified in the relevant Final Terms, the Bearer Notes may be represented on issue
by one or more Permanent Global Notes.
(vi) In the case of Bearer SIS Notes, such Notes will be (i) issued by the Issuer acting through a Branch and (ii) represented exclusively by a Permanent Global Note, which shall be deposited with SIS or any other SIS Note Intermediary. Once the Permanent Global Note is deposited with the SIS Note Intermediary and entered into the accounts of one or more participants of the SIS Note Intermediary, the Bearer SIS Notes represented thereby will constitute Intermediated Securities. The Permanent Global Note will only be exchangeable, in whole but not in part, for definitive Bearer SIS Notes if the Principal Swiss Paying Agent determines, after consultation with the Issuer, that the printing of definitive Notes is necessary or useful, or the presentation of definitive Notes is required by Swiss or other applicable laws and regulations in connection with the enforcement of the rights of Noteholders. Neither the Issuer nor any holder of Bearer SIS Notes will at any time have the right to effect or demand the conversion of the Permanent Global Note documenting such Bearer SIS Notes into, or the delivery of, individually certificated securities (Wertpapiere) or uncertificated securities (Wertrechte).

(c) Registered Notes

In relation to each issue of Notes for which Registered Notes are available, the Registered Notes may initially be represented by (i) one or more global Notes, (ii) one or more definitive Notes, (iii) both or (iv) a single Unified Global Note. Holders of Registered Notes represented by a global Note may apply for definitive Registered Notes in accordance with the limited circumstances set out in the relevant global Note. A copy of the global Note will be available for inspection at the office of the relevant Agent and the relevant Registrar and, in the case of Notes listed on the Luxembourg Stock Exchange, the Transfer Agent in Luxembourg.

(d) Uncertificated Swiss SIS Notes

(i) In the case of Uncertificated Swiss SIS Notes, such Notes will be (i) issued by UBS Head Office, UBS AG London Branch or UBS AG Jersey Branch as uncertificated securities (Wertrechte), which will be created by the Issuer by means of a registration in its register of uncertificated securities (Wertrechtebuch), and (ii) entered into the main register (Hauptregister) of SIS or any other SIS Note Intermediary. Once such uncertificated securities are entered into the main register (Hauptregister) of the SIS Note Intermediary and entered into the accounts of one or more participants of the SIS Note Intermediary, the Uncertificated SIS Notes will constitute Intermediated Securities.

(ii) Neither the Issuer nor any holder of an Uncertificated Swiss SIS Note will at any time have the right to effect or demand the conversion of such Uncertificated Swiss SIS Note into, or the delivery of, a permanent global certificate (Globalurkunde) or individually certificated securities (Wertpapiere).

(e) Uncertificated Swiss Non-SIS Notes

(i) In the case of Uncertificated Swiss Non-SIS Notes, such Notes (i) will be issued by UBS Head Office, UBS AG London Branch or UBS AG Jersey Branch as uncertificated securities (Wertrechte), which will be created by the Issuer by means of a registration in its register of uncertificated securities (Wertrechtebuch), and (ii) entered into the main register (Hauptregister) of the Non-SIS Note Intermediary. Once such uncertificated securities are entered into the main register (Hauptregister) of the Non-SIS Note Intermediary and entered into the accounts of one or more participants of the Non-SIS Note Intermediary, the Uncertificated SIS Notes will constitute Intermediated Securities.

(ii) With respect to a Series of Uncertificated Swiss Non-SIS Notes, any Noteholder may elect to convert the Uncertificated Swiss Non-SIS Notes of such Series, in whole but not in part, into Uncertificated Swiss SIS Notes by notice to the Person specified for such purposes in, and accordance with the requirements set out in, the applicable Pricing Supplement. Upon receipt of such notice from (or on behalf of) any Noteholder, such Person (if not the Principal Swiss Paying Agent) shall promptly notify the Principal Swiss Paying Agent thereof, and the Principal Swiss Paying Agent shall (i) promptly notify the Issuer thereof, and (ii) as soon as reasonably practicable and without cost to the Noteholders, cause the Notes of such Series, in whole but not in part, to be removed from the main register.
(Hauptregister) of the Non-SIS Note Intermediary and entered into the main register (Hauptregister) of SIS or any other SIS Note Intermediary and into the accounts of one or more participants of the SIS Note Intermediary. Once the Uncertificated Swiss Non-SIS Notes of a Series have been so entered into the main register (Hauptregister) of the SIS Note Intermediary and entered into the accounts of one or more participants in the SIS Note Intermediary, (i) such Notes will be considered Uncertificated Swiss SIS Notes for purposes of the Terms and Conditions of the Notes and the provisions in relation thereto will apply accordingly, and (ii) the Issuer shall promptly give notice thereof to the Noteholders in accordance with Condition 13 (Notices).

(iii) Neither the Issuer nor any holder of an Uncertificated Swiss Non-SIS Note will at any time have the right to effect or demand the conversion of such Uncertificated Swiss Non-SIS Note into, or the delivery of, a permanent global certificate (Globalurkunde) or individually certificated securities (Wertpapiere).

3. TITLE

(a) Subject to the following sentence, title to Bearer Notes, Coupons and Receipts will pass by delivery. Transfers of Bearer SIS Notes that constitute Intermediated Securities may only be effected by the entry of the transferred Bearer SIS Notes in a securities account of the transferee.

(b) Title to Registered Notes will pass by registration in the register which is maintained by the relevant Registrar.

(c) For so long as the Uncertificated Swiss Notes constitute Intermediated Securities, transfers of Uncertificated Swiss Notes may only be effected by the entry of the transferred Uncertificated Swiss Notes in a securities account of the transferee.

(d) In relation to any Note, Coupon or Receipt (except as ordered by a court of competent jurisdiction or required by law), the relevant Noteholder, Couponholder or Talonholder shall be deemed to be, and the Issuer, Registrars and Paying Agents shall be entitled to treat the relevant Noteholder, Couponholder and Talonholder as, the absolute owner of the relevant Note, Coupon or Talon for all purposes whether or not the relevant Note, Coupon or Talon is overdue and notwithstanding any notice of ownership, theft or loss of, or any writing on, the relevant Note, Coupon or Receipt. In addition, in relation to any Note, Coupon or Receipt, no one shall be required to obtain any proof of (i) ownership of the relevant Note, Coupon or Receipt or (ii) the identity of the relevant Noteholder, Couponholder or Receiptholder. No Person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

4. TRANSFER OF REGISTERED NOTES

(a) A Registered Note may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the minimum denomination specified in the relevant Final Terms) upon the surrender of the Registered Note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the relevant Registrar or any Transfer Agent. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.

(b) Each new Registered Note to be issued upon the transfer of Registered Notes will, upon the effective receipt of such form of transfer by the relevant Registrar at its specified office, be available for delivery at the specified office of the relevant Registrar or any Transfer Agent. For these purposes, a form of transfer received by the relevant Registrar or any Transfer Agent during the period of fifteen London Banking Days or, as the case may be, Relevant Banking Days ending on the due date for any payment on the relevant Registered Notes shall be deemed not to be effectively received by the relevant Registrar or any Transfer Agent until the day following the due date for such payment. For the purposes of these Terms and Conditions of the Notes, "Relevant Banking Day" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the relevant Registrar or any Transfer Agent is located.
(c) The issue of new Registered Notes on transfer will be effected without charge by or on behalf of
the Issuer or the relevant Registrar or any Transfer Agent, but upon payment by the applicant of
(or the giving by the applicant of such indemnity as the relevant Registrar or Transfer Agent may
require in respect of) any tax or other governmental charges which may be imposed in relation
thereto.

(d) For so long as any of the Registered Notes remain outstanding and are "restricted securities"
within the meaning of Rule 144(a)(3) under the United States Securities Act of 1933, as amended
(the "Securities Act"), the Issuer has agreed that it will, during any period in which it is neither
subject to the reporting requirements of Section 13 or 15(d) under the United States Securities
Exchange Act of 1934, as amended (the "Exchange Act") nor exempt from reporting under the
Exchange Act pursuant to Rule 12g3-2(b) thereunder, furnish, upon request, to any Person in
whose name such restricted securities are registered, to any owner of a beneficial interest in such
restricted securities, and to any prospective purchaser of such restricted securities or beneficial
interest therein designated by any such Person or beneficial owner, the information specified in
Rule 144A(d)(4) under the Securities Act.

(e) Registered Notes will, if so specified in the relevant Final Terms, be the subject of an application
by the Issuer to DTC for the acceptance of such Registered Notes into DTC's book-entry settlement
system. If such application is accepted, one or more registered Notes (each a "DTC Note") in
denominations equivalent in aggregate to the aggregate nominal amount of relevant Registered
Notes which are to be held in such system will be issued to DTC and registered in the name of
Cede & Co., or such other Person as may be nominated by DTC for the purpose, as nominee for
DTC, provided that no DTC Note may have a denomination of more than US$500,000,000 and
that, subject to such restriction, DTC Notes will always be issued in the largest possible
denomination. Thereafter, such registered nominee will be the holder of record and entitled to
rights in respect of each DTC Note.

Accordingly, each Person having a beneficial interest in a DTC Note must rely on the procedures
of the institutions having accounts with DTC to exercise any rights of such Person. So long as
Registered Notes are traded through DTC's book-entry settlement system, ownership of a
beneficial interest in the relevant DTC Note will (unless otherwise required by applicable law or
regulatory requirement) be shown on, and transfers of such beneficial interest may be effected only
through, records maintained by (i) DTC or its registered nominee (as to participant-interests) or
(ii) institutions having accounts with DTC.

(f) In the case of transfers to a Person who takes delivery in the form of Notes represented by a Unified
Global Note, from a holder of Notes represented by that Unified Global Note within the period
when the Notes represented by a Unified Global Note are not "freely tradable" as defined below,
upon (x) with respect only to transfers pursuant to Rule 144A under the Securities Act ("Rule
144A"), delivery of a duly executed investor representation letter from the relevant transferee
substantially in the form of Schedule 3 (Form of Transfer Certificate) to the Agency Agreement
and (y) certification (in the form available from any Paying Agent) to the Registrar by the transferor
thereof that such transfer is being made either (x) to a Person whom the transferor reasonably
believes is a "qualified institutional buyer" who is acquiring such Notes in a transaction meeting
the requirements of Rule 144A or (y) to a non-U.S. person in an offshore transaction pursuant to
Regulation S.

For purposes of these Conditions, a "freely tradable" share or debt security shall mean a share or
a debt security which is registered under the Securities Act or not restricted under the Securities
Act and which is not purchased from the issuer of such share or debt security and not purchased
from an affiliate of the issuer of such share or debt security or which otherwise meets the
requirements of a freely tradable share or debt security for purposes of the Securities Act, in each
case as determined by the Calculation Agent in its sole and absolute discretion. In relation to a
Note, "freely tradable" will be construed in accordance with Section 4(a)(1) of the Securities Act.
5. **STATUS OF THE NOTES**

(a) **In the case of Senior Notes**

If the Notes are specified as senior Notes ("Senior Notes") in the relevant Final Terms, the Notes and the relevant Receipts and Coupons are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain debts required to be preferred by law) equally with all other outstanding unsecured and unsubordinated obligations of the Issuer.

(b) **In the case of Subordinated Notes**

(i) Subordinated Notes issued by the Issuer acting through its UBS AG London Branch, UBS AG Jersey Branch or UBS Head Office:

If the Notes are specified as subordinated Notes ("Subordinated Notes"), the Subordinated Notes constitute unsecured obligations of the Issuer acting through its UBS AG London Branch, UBS AG Jersey Branch or UBS Head Office, as the case may be and rank *pari passu* without any preference among themselves. The Subordinated Notes constitute subordinated debt obligations and rank *pari passu* with all other subordinated debt obligations of the Issuer other than subordinated debt obligations which rank below the Notes. Accordingly, payments of principal and interest are conditional upon the Issuer being solvent at the time of payment by the Issuer and no principal or interest shall be payable in respect of the Notes except to the extent that the Issuer could make such payment and still be solvent immediately thereafter. For the purpose of this Condition 5(b), the Issuer shall be solvent if (i) it is able to pay its debts as they fall due and (ii) its Assets exceed its Liabilities (in each case as defined below) (other than its Liabilities which are not Senior Claims).

For the purposes of these Conditions, "Senior Claims" means the aggregate amount of all claims in respect of the deposit liabilities of the Issuer and all other liabilities of the Issuer (including all deposit liabilities and other liabilities of UBS Head Office, the Branches and all other branches and offices of the Issuer wherever located), except those liabilities which by their terms rank *pari passu* with or are subordinated to the Notes; "Assets" means the non-consolidated total assets of the Issuer and "Liabilities" means the nonconsolidated total liabilities of the Issuer, all as shown by the latest published audited balance sheet of the Issuer but adjusted for contingencies and for subsequent events.

Subject to applicable law, no Noteholder may exercise or claim any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer, arising under or in connection with the Notes and each Noteholder shall, by virtue of his subscription, purchase or holding of any Note, be deemed to have waived all such rights of set-off, compensation or retention.

(ii) Subordinated Notes issued by the Issuer acting through a Branch (other than any Branch referred to in paragraph (i) of this Condition 5(b)):

Where Subordinated Notes are to be issued by the Issuer acting through a Branch (other than UBS AG London Branch or UBS AG Jersey Branch), the provisions dealing with subordination will be included in the relevant Final Terms.

6. **INTEREST**

(a) **Interest - Fixed Rate**

If the Interest Basis specified in the relevant Final Terms is "Fixed", then the Notes shall bear interest from and including the Issue Date or, if different, the Interest Commencement Date specified in such Final Terms at the Rate of Interest specified in such Final Terms. Interest will be payable in arrear on the Interest Payment Dates specified in the Final Terms and on the Maturity Date specified in such Final Terms. Interest will be calculated on the Day Count Fraction specified in such Final Terms.
Except as provided in the relevant Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the relevant Final Terms, amount to the Broken Amount so specified.

If interest is required to be calculated for a period ending other than on an Interest Payment Date or if otherwise specified in the relevant Final Terms, such interest shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying such sum by the applicable Day Count Fraction, rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount.

For the purposes of these Conditions, "sub-unit" with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

(b) Interest - Floating Rate (other than Floating Rate Notes which reference SOFR)

(i) If the Interest Basis specified in the Final Terms is "Floating" then the Notes shall bear interest from the Interest Commencement Date specified in the relevant Final Terms.

(ii) The Calculation Agent will calculate the rate of interest which will apply to the Notes for each Interest Period (the "Rate of Interest") in accordance with the following terms, unless otherwise specified in the relevant Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the relevant Final Terms) the Margin (if any). For the purposes of this subparagraph (A), "ISDA Rate" for an Interest Period means a rate equal to the Floating Rate that would be determined by the relevant Agent under an interest rate swap transaction if the relevant Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(1) the Floating Rate Option is as specified in the relevant Final Terms;

(2) the Designated Maturity is a period specified in the relevant Final Terms; and

(3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (ii) in any other case, as specified in the relevant Final Terms.

For the purposes of this sub-paragraph (A), "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity" and "Reset Date" have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes (other than Floating Rate Notes which reference SOFR)

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined (and the Reference Rate specified in the relevant Final Terms is not SOFR), the Rate of Interest for each Interest Period will, subject as provided below, be either:

(1) the offered quotation; or
the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time in the case of LIBOR, Brussels time in the case of EURIBOR, Sydney time in the case of BBSW, Toronto time in the case of CDOR, Hong Kong time in the case of HIBOR, Tokyo time in the case of JPY TSR, Oslo time in case of NIBOR, Shanghai time in case of SHIBOR, Stockholm time in case of STIBOR, Singapore time in case of SOR or New York time in case of the U.S. Federal Funds Rate (each a "Relevant Time") on the Interest Determination Date in question plus or minus (as indicated in the relevant Final Terms) the Margin (if any), all as determined by the Calculation Agent or such other Person specified in the relevant Final Terms. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

Subject to Condition 6(f) (Benchmark Replacement), if the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent shall request the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency, in an amount approximately equal to the aggregate nominal amount of Notes of the relevant Tranche, for the relevant Interest Period at the Relevant Time on the relevant Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

Subject to Condition 6(f) (Benchmark Replacement), if on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at the Relevant Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Principal Financial Centre plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, which, at the Relevant Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Principal Financial Centre or, as the case may be, the quotation of such bank or banks to the Calculation Agent plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (through substitution, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period (pursuant to the terms contained in the relevant Final Terms, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).
For the purposes of this Condition 6(b)(B):

"Reference Banks" means, in the case of (1) above, those banks whose offered rates were used to determine such quotation when quotation last appeared on the Relevant Screen Page and, in the case of (2) above, those banks whose offered quotations last appeared on the Relevant Screen Page when no fewer than three such offered quotations appeared.

(c) Interest - Floating Rate Notes which reference SOFR

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the relevant Final Terms is SOFR, the Rate of Interest applicable to the Notes for each SOFR Interest Period will (subject to Condition 6(k) (Maximum or Minimum Rate of Interest)) and subject as provided below) be Weighted Average SOFR plus or minus (as indicated in the relevant Final Terms) the Margin (if any), all as determined by the Calculation Agent.

For the purposes of this Condition 6(c):


"New York City Banking Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City.


"OBFR Index Cessation Date" means, in respect of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate) ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used.

"OBFR Index Cessation Event” means the occurrence of one or more of the following events:

(A) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased or will cease to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an Overnight Bank Funding Rate;

(B) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) has ceased or will cease to provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate;

(C) a public statement by a regulator or other official sector entity prohibiting the use of the Overnight Bank Funding Rate that applies to, but need not be limited to, fixed income securities and derivatives, to the extent that such public statement has been acknowledged in writing by the International Swaps and Derivatives Association, Inc. as an “OBFR Index Cessation Event” under the ISDA Definitions.

"Overnight Bank Funding Rate" means, with respect to any Reset Date, the daily Overnight Bank Funding Rate in respect of the New York City Banking Day immediately preceding such Reset Date as provided by the Federal Reserve Bank of New York, as the administrator of such Rate (or a successor administrator) on the New York Fed's Website at or around 5:00 p.m. (New York time) on such Reset Date.

"SIFMA” means the Securities Industry and Financial Markets Association or any successor thereto.
"SOFR" means, with respect to any SOFR Reset Date:

(1) the Secured Overnight Financing Rate published at 5:00 p.m. (New York time) on the New York Federal Reserve's Website on such SOFR Reset Date (or, if such SOFR Reset Date is not a U.S. Government Securities Business Day, on the first U.S. Government Securities Business Day following such SOFR Reset Date) for trades made on the related SOFR Determination Date;

(2) if the rate specified in (1) above does not so appear, and a SOFR Index Cessation Event and SOFR Index Cessation Date have not both occurred, then the Calculation Agent shall use the Secured Overnight Financing Rate published on the New York Federal Reserve's Website for the first preceding U.S. Government Securities Business Day on which the Secured Overnight Financing Rate was published on the New York Federal Reserve's Website;

(3) if the rate specified in (1) above does not so appear, and a SOFR Index Cessation Event and SOFR Index Cessation Date have both occurred, the Calculation Agent shall calculate SOFR as if references to SOFR were references to the rate that was recommended as the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by the Federal Reserve Bank of New York or other designated administrator, and which rate may include any adjustments or spreads), provided that, if no such rate has been recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Date, then the rate for any such SOFR Reset Date falling on or after the SOFR Index Cessation Date will be determined as if (i) references to the Secured Overnight Financing Rate were references to the Overnight Bank Funding Rate (published on the New York Federal Reserve's Website at or around 5:00 p.m. (New York time) on the relevant New York City Banking Day); (ii) references to U.S. Government Securities Business Day were references to New York City Banking Day, (iii) references to SOFR Index Cessation Event were references to the OBFR Index Cessation Event and (iv) references to SOFR Index Cessation Date were references to OBFR Index Cessation Date (it being understood that the Overnight Bank Funding Rate for any such SOFR Reset Date will be for trades made on the related SOFR Determination Date); or

(4) if the Calculation Agent is required to use the Overnight Bank Funding Rate in paragraph (3) above and an OBFR Index Cessation Event and an OBFR Index Cessation Date have both occurred, then for any SOFR Reset Date falling on or after the later of the SOFR Index Cessation Date and the OBFR Index Cessation Date, the Calculation Agent shall use the short-term interest rate target set by the Federal Open Market Committee, as published on the Federal Reserve's Website and as prevailing on such SOFR Reset Date, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee, as published on the Federal Reserve's Website and as prevailing on such SOFR Reset Date (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range).

Notwithstanding the above, if (a) the Federal Open Market Committee has not published a short-term interest rate target on the Federal Reserve's Website on any SOFR Reset Date on which SOFR is to be determined pursuant to paragraph (4) above, or (b) the Issuer (in consultation with the Calculation Agent) determines prior to the relevant SOFR Determination Date, that SOFR does not, or its administrator or sponsor does not, fulfil any legal or regulatory requirement applicable to such administrator, sponsor and/or the Secured Overnight Financing Rate, then in respect of any SOFR Reset Date falling on or after such SOFR Reset Date or the date on which such determination is made, SOFR shall be replaced by the Reference Rate, if any, determined in accordance with Condition 6(g) (Benchmark Replacement for Floating Rate Notes which reference SOFR) for the purposes of determining the Rate of Interest.
"SOFR Determination Date" means, with respect to any SOFR Reset Date and with respect to (x) the Secured Overnight Financing Rate and (y) the Overnight Bank Funding Rate: (i) in the case of (x), the first U.S. Government Securities Business Day immediately preceding such SOFR Reset Date; and (ii) in the case of (y), the first New York City Banking Day immediately preceding such SOFR Reset Date.

"SOFR Index Cessation Date" means, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used.

"SOFR Index Cessation Event" means the occurrence of one or more of the following events:

(A) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased or will cease to publish or provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide a Secured Overnight Financing Rate;

(B) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Secured Overnight Financing Rate; or

(C) a public statement by a regulator or other official sector entity prohibiting the use of the Secured Overnight Financing Rate that applies to, but need not be limited to, fixed income securities and derivatives, to the extent that such public statement has been acknowledged in writing by the International Swaps and Derivatives Association, Inc. as an "SOFR Index Cessation Event" under the ISDA Definitions.

"SOFR Interest Period" means (i) each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date, or (ii) in the event that the relevant Notes become due and payable on a date other than an Interest Payment Date, the period beginning on (and including) the Interest Commencement Date or the last preceding Interest Payment Date and ending on (but excluding) the SOFR Reset Date which is immediately prior to the relevant date on which the relevant Notes have become due and payable.

"SOFR Reset Date" means each U.S. Government Securities Business Day during the relevant SOFR Interest Period, provided however that if both a SOFR Index Cessation Event and a SOFR Index Cessation Date have occurred, it shall mean: (i) in respect of the period from, and including, the first day of the SOFR Interest Period in which the SOFR Index Cessation Date falls (such SOFR Interest Period, the "Affected SOFR Interest Period") to, but excluding, the SOFR Index Cessation Date (such period, the "Partial SOFR Period"), each U.S. Government Securities Business Day during the Partial SOFR Period; (ii) in respect of the period from, and including, the SOFR Index Cessation Date to, but excluding, the Interest Payment Date in respect of the Affected SOFR Interest Period (such period, the "Partial Fallback Period"), each New York City Banking Day during the Partial Fallback Period; and (iii) in respect of each SOFR Interest Period subsequent to the Affected SOFR Interest Period, each New York City Banking Day during the relevant SOFR Interest Period.

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"Weighted Average SOFR" means the arithmetic mean of the SOFR in effect for each SOFR Reset Date during the relevant SOFR Interest Period, calculated by multiplying the relevant SOFR by the number of calendar days such relevant SOFR is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant SOFR Interest Period, provided however that the last two SOFR Reset Days of such SOFR Interest Period shall
be a "Suspension Period". During a Suspension Period, the SOFR for each day during that Suspension Period will be the value for the SOFR Reset Date immediately prior to the first day of such Suspension Period.

(d) **Index-linked Interest**

If the Index-linked Interest Note Provisions are specified in the relevant Final Terms as being applicable, the Rate(s) of Interest applicable to the Notes for each Interest Period will be determined in the manner specified in the relevant Final Terms.

(e) **Interest - Floating Rate and Index-linked Note – General Provisions**

In respect of Floating Rate Notes (other than Floating Rate Notes which reference SOFR) and Index-linked Notes, the Calculation Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the amount of interest (the "Interest Amount") payable in respect of the nominal amount of the smallest or minimum denomination of such Notes specified in the relevant Final Terms for the relevant Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the currency in which such Notes are denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount.

In respect of Floating Rate Notes which reference SOFR, the Calculation Agent will, as soon as practicable after determining the Rate of Interest in relation to each SOFR Interest Period calculate the Interest Amount payable in respect of the nominal amount of the smallest or minimum denomination of such Notes specified in the relevant Final Terms for the relevant SOFR Interest Period.

(f) **Benchmark Replacement for Floating Rate Notes (other than Floating Rate Notes which reference SOFR)**

If the relevant Final Terms specify this Condition 6(f) (Benchmark Replacement for Floating Rate Notes (other than Floating Rate Notes which reference SOFR)) to be "Applicable", then notwithstanding the provisions of Condition 6(b)(B) above, if the Issuer (in consultation with the Calculation Agent) determines prior to the relevant Interest Determination Date, that the Reference Rate (the "Existing Reference Rate") (a) has been discontinued or (b) does not, or whose administrator or sponsor does not, fulfil any legal or regulatory requirement applicable to such administrator, sponsor and/or Existing Reference Rate, then the following provisions shall apply (subject to the subsequent operation of this subclause (f)):

(A) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine in the Independent Adviser's discretion, in accordance with paragraph (D) below, an alternative rate to the Existing Reference Rate (the "Alternative Reference Rate") no later than three Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (such Business Day, the "Independent Adviser Determination Cut-off Date", and such next succeeding Interest Period, the "Affected Interest Period") for purposes of determining the Rate of Interest applicable to the Affected Interest Period and all Interest Periods thereafter;

(B) if prior to the Independent Adviser Determination Cut-off Date the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by the Issuer fails to determine an Alternative Reference Rate in accordance with paragraph (D) below, then the Issuer (in consultation with the Calculation Agent) may determine in its discretion, in accordance with paragraph (D) below, the Alternative Reference Rate for purposes of determining the Rate of Interest applicable to the Affected Interest Period and all Interest Periods thereafter;
if paragraph (B) above applies and the Issuer is unable or unwilling to determine the
Alternative Reference Rate prior to the Interest Determination Date relating to the
Affected Interest Period in accordance with paragraph (D) below, the Rate of Interest
applicable to the Affected Interest Period shall be determined as at the last preceding
Interest Determination Date (through substituting, where a different Margin is to be
applied to the Affected Interest Period from that which applied to the last preceding
Interest Period (pursuant to the terms contained in the relevant Final Terms (as
applicable)), the Margin relating to the Affected Interest Period, in place of the Margin
relating to that last preceding Interest Period); provided, however, that, if this subclause
(C) applies to the Affected Interest Period, the Rate of Interest for all succeeding Interest
Periods shall be the Rate of Interest applicable to the Affected Interest Period as
determined in accordance with this paragraph (C) unless (1) the Issuer, in its sole
discretion, elects to determine an Alternative Reference Rate in respect of any such
succeeding Interest Period and all Interest Periods thereafter in accordance with the
processes set out in this Condition 6(f) (Benchmark Replacement for Floating Rate Notes
(Other than Floating Rate Notes which reference SOFR)), and (2) an Alternative
Reference Rate is so determined;

(D) in the case of any determination of an Alternative Reference Rate pursuant to paragraphs
(A) or (B) above, the Alternative Reference Rate shall be such rate as the Independent
Adviser or the Issuer (in consultation with the Calculation Agent and acting in good faith
and a commercially reasonable manner), as applicable, determines in its reasonable
discretion has replaced the Existing Reference Rate in customary market usage, or, if the
Independent Adviser or the Issuer, as applicable, determines in its reasonable discretion
that there is no such rate, such other rate as the Independent Adviser or the Issuer (in
consultation with the Calculation Agent and acting in good faith and a commercially
reasonable manner) determines in its reasonable discretion is most comparable to the
Existing Reference Rate;

(E) if the Independent Adviser or the Issuer determines an Alternative Reference Rate
pursuant to paragraphs (A) or (B) above, respectively, and (D) above,

(1) the Independent Adviser (in the case of (II) below, in consultation with
the Issuer) or the Issuer (as the case may be) shall also, following
consultation with the Calculation Agent, determine in its reasonable
discretion (I) the method for obtaining the Alternative Reference Rate,
including the screen page on or source from which the Alternative
Reference Rate appears or is obtained (the "Alternative Relevant
Screen Page"), and the time at which the Alternative Reference Rate
appears on, or is obtained from, the Alternative Relevant Screen Page
(the "Alternative Relevant Time") (II) whether to apply an Adjustment
Spread to the Alternative Reference Rate and, if so, the Adjustment
Spread, which Adjustment Spread shall be recognised or acknowledged
as being in customary market usage in international debt capital markets
transactions which reference the Existing Reference Rate, where such
rate has been replaced by the Alternative Reference Rate, and (III) any
alternative method for obtaining the Alternative Reference Rate if such
rate is unavailable on the relevant Interest Determination Date, which
alternative method shall be consistent with any Alternative Reference
Rate that has broad market support;

(2) for the Affected Interest Period and all Interest Periods thereafter,
references to the Reference Rate in the Terms and Conditions of the
Notes shall be deemed to be references to the Alternative Reference Rate
(giving effect to any Adjustment Spread determined pursuant to
paragraph (1)(II) above);

(3) references to the Relevant Screen Page and the Relevant Time in the
Terms and Conditions of the Notes shall be deemed to be references to
the Alternative Relevant Screen Page and the Alternative Relevant Time,
respectively;
(4) if any changes to the definitions of Day Count Fraction, Business Day and/or Interest Determination Date are necessary in order to implement the Alternative Reference Rate (including any Adjustment Spread determined pursuant to paragraph (1)(II) above) as the Reference Rate and/or changes to Condition 6(b)(B) to implement any alternative method for determining the Alternative Reference Rate as described in paragraph (1)(III) above, such definitions and Condition 6(b)(B) shall be amended as contemplated in paragraph (b) of Condition 14 (Meetings of Noteholders and Modifications of Terms and Conditions; Substitution) to reflect such changes; and

(5) the Issuer shall promptly give notice to the Noteholders in accordance with Condition 13 (Notices) specifying the Alternative Reference Rate (including any Adjustment Spread determined pursuant to paragraph (1)(II) above), the Alternative Relevant Screen Page, Alternative Relevant Time, any alternative method for obtaining the Alternative Reference Rate described in paragraph (1)(III) above, and any amendments implemented pursuant to paragraph (b) of Condition 14 (Meetings of Noteholders and Modifications of Terms and Conditions; Substitution) as described in paragraph (4) above.

(g) Benchmark Replacement for Floating Rate Notes which reference SOFR

If the relevant Final Terms specify this Condition 6(g) (Benchmark Replacement for Floating Rate Notes which reference SOFR) to be “Applicable” and the conditions set out in the definition of SOFR in Condition 6(c) (Interest - Floating Rate Notes which reference SOFR) have been satisfied, then the following provisions shall apply (subject to the subsequent operation of this subclause (g)):

(A) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine in the Independent Adviser’s discretion, in accordance with paragraph (D) below, an alternative rate to SOFR (the "Alternative SOFR Reference Rate") prior to or on the relevant SOFR Determination Date relating to the relevant SOFR Reset Date (such SOFR Determination Date, the "Independent Adviser SOFR Determination Cut-off Date" and such SOFR Reset Date, the "Affected SOFR Reset Date"), for purposes of determining SOFR applicable to the Affected SOFR Reset Date and for all subsequent SOFR Reset Dates in the relevant SOFR Interest Period (the "Affected Interest Period for SOFR") and all SOFR Interest Periods thereafter;

(B) if prior to the Independent Adviser SOFR Determination Cut-off Date the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by the Issuer fails to determine an Alternative SOFR Reference Rate in accordance with paragraph (D) below, then the Issuer (in consultation with the Calculation Agent) may determine in its discretion, in accordance with paragraph (D) below, the Alternative SOFR Reference Rate for purposes of determining SOFR applicable to the Affected SOFR Reset Date and for all subsequent SOFR Reset Dates in the Affected Interest Period for SOFR and all SOFR Interest Periods thereafter;

(C) if paragraph (B) above applies and the Issuer is unable or unwilling to determine the Alternative SOFR Reference Rate prior to or on the Independent Adviser SOFR Determination Cut-off Date in accordance with paragraph (D) below, (i) SOFR applicable to the Affected SOFR Reset Date shall be SOFR determined as at the last SOFR Determination Date preceding the Affected SOFR Reset Date, and (ii) SOFR for all succeeding SOFR Reset Dates in the Affected Interest Period for SOFR and for all SOFR Reset Dates in the SOFR Interest Periods thereafter shall be SOFR applicable to the Affected SOFR Reset Date as determined in accordance with this paragraph (C) unless (1) the Issuer, in its sole discretion, elects to determine an Alternative SOFR Reference Rate in respect of any such succeeding SOFR Reset Date and all SOFR Reset Dates thereafter in accordance with the processes set out in this Condition 6(g) (Benchmark Replacement for Floating Rate Notes which reference SOFR), and (2) an Alternative SOFR Reference Rate is so determined;
in the case of any determination of an Alternative SOFR Reference Rate pursuant to paragraphs (A) or (B) above, the Alternative SOFR Reference Rate shall be such rate as the Independent Adviser or the Issuer (in consultation with the Calculation Agent and acting in good faith and a commercially reasonable manner), as applicable, determines in its reasonable discretion has replaced SOFR in customary market usage, or, if the Independent Adviser or the Issuer, as applicable, determines in its reasonable discretion that there is no such rate, such other rate as the Independent Adviser or the Issuer (in consultation with the Calculation Agent and acting in good faith and a commercially reasonable manner) determines in its reasonable discretion is most comparable to SOFR; and

if the Independent Adviser or the Issuer determines an Alternative SOFR Reference Rate pursuant to paragraphs (A) or (B) above, respectively, and (D) above,

(1) the Independent Adviser (in the case of (II) below, in consultation with the Issuer) or the Issuer (as the case may be) shall also, following consultation with the Calculation Agent, determine in its reasonable discretion (I) the method for obtaining the Alternative SOFR Reference Rate, including the screen page on or source from which the Alternative SOFR Reference Rate appears or is obtained (the "Alternative SOFR Relevant Screen Page"), and the time at which the Alternative SOFR Reference Rate appears on, or is obtained from, the Alternative SOFR Relevant Screen Page (the "Alternative SOFR Relevant Time") (II) whether to apply an Adjustment Spread to the Alternative SOFR Reference Rate and, if so, the Adjustment Spread, which Adjustment Spread shall be recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference SOFR, where such rate has been replaced by the Alternative SOFR Reference Rate, and (III) any alternative method for obtaining the Alternative SOFR Reference Rate if such rate is unavailable on the relevant SOFR Determination Date, which alternative method shall be consistent with any Alternative SOFR Reference Rate that has broad market support;

(2) for the Affected Interest Period for SOFR and all SOFR Interest Periods thereafter, references to SOFR in the Terms and Conditions of the Notes shall be deemed to be references to the Alternative SOFR Reference Rate (giving effect to any Adjustment Spread determined pursuant to paragraph (1)(II) above);

(3) if any changes to Condition 6(c) (Interest - Floating Rate Notes which reference SOFR) are necessary in order to implement the Alternative SOFR Reference Rate (including any Adjustment Spread determined pursuant to paragraph (1)(II) above) to implement any alternative method for determining the Alternative SOFR Reference Rate as described in paragraph (1)(III) above, such definitions shall be amended as contemplated in paragraph (b) of Condition 14 (Meetings of Noteholders and Modifications of Terms and Conditions; Substitution) to reflect such changes; and

(4) the Issuer shall promptly give notice to the Noteholders in accordance with Condition 13 (Notices) specifying the Alternative SOFR Reference Rate (including any Adjustment Spread determined pursuant to paragraph (1)(II) above), the Alternative SOFR Relevant Screen Page, Alternative SOFR Relevant Time, any alternative method for obtaining the Alternative SOFR Reference Rate described in paragraph (1)(III) above, and any amendments implemented pursuant to paragraph (b) of Condition 14 (Meetings of Noteholders and Modifications of Terms and Conditions; Substitution) as described in paragraph (3) above.
(h) **Dual Currency Notes**

In the case of Dual Currency Notes, subject to compliance with all relevant legal and regulatory requirements, if the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.

(i) **Partly Paid Notes**

In the case of partly paid Notes (other than partly paid Notes which are zero coupon Notes) interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as indicated in the relevant Final Terms.

(j) **Notification of Rates of Interest, Interest Amounts and Interest Payment Dates**

(i) The Calculation Agent will cause each Rate of Interest, Interest Payment Date, Interest Amount and such other information as may be determined by it, to be notified to the Paying Agents and, in the case of Registered Notes, the relevant Registrar and the Transfer Agents (from whose respective specified offices such information will be available) as soon as practicable after such determination but in any event not later than the fourth London Banking Day after the Interest Determination Date or SOFR Determination Date (as applicable) and, in the case of Notes admitted to the Luxembourg Stock Exchange's regulated market, the Euro MTF Market of the Luxembourg Stock Exchange or the regulated market of Euronext Dublin (the "Regulated Market") or the Global Exchange Market of Euronext Dublin, cause each such Rate of Interest, Interest Amount and such other information as the case may be, to be notified to the Luxembourg Stock Exchange or Euronext Dublin no later than the first day of the relevant Interest Period or, in the case of Floating Rate Notes which reference SOFR, on the last day of the relevant SOFR Interest Period. The Calculation Agent will be entitled to amend any Rate of Interest, Interest Amount, Interest Payment Date or other information (or to make appropriate alternative arrangements by way of adjustment) without notice in the event of the extension or abbreviation of the relevant Interest Period or SOFR Interest Period (as the case may be) or calculation period. Notice of any amendment will be given in accordance with this Condition.

(ii) All determinations made by the Calculation Agent for the purposes of this Condition shall, in the absence of manifest error, be final and binding on all parties.

(k) **Maximum or Minimum Rate of Interest**

If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise specified in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

7. **REDEMPTION AND PURCHASE**

(a) **Final Redemption**

Unless previously redeemed, or purchased and cancelled, Notes shall be redeemed by the Issuer at the Redemption Amount as specified in the relevant Final Terms, or determined in the manner specified in the Final Terms on the Maturity Date or Dates specified in the relevant Final Terms; provided that, in the case of Subordinated Notes, the redemption date may not fall earlier than five years and one day after the Issue Date.

(b) **Redemption for Taxation Reasons**

The Issuer may at any time redeem all of the Notes (but may not partially redeem the Notes) at their nominal amount or the Tax Redemption Amount specified in the relevant Final Terms (together in each case with accrued interest in the case of interest bearing Notes), on giving not less than 30 and not more than 45 days' (or such other period as may be specified in the relevant
Final Terms notice to the Noteholders and the relevant Agent (and in the case of Registered Notes, the relevant Registrar) of its intention to redeem the Notes in accordance with this Condition, if:

(i) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay Additional Amounts as provided or referred to in Condition 9 (Taxation) as a result of any change in, or amendment to, the laws or regulations of the Relevant Jurisdiction (as defined in Condition 9 (Taxation) below) or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts were a payment in respect of the Notes then due.

(c) Redemption at the Option of the Issuer (Issuer Call)

If Issuer Call is specified as being applicable in the relevant Final Terms as having an option to redeem, the Issuer may, having given:

(i) not less than 15 nor more than 35 days' (or such other period as may be specified in the relevant Final Terms) notice to the Noteholders in accordance with this Condition; and

(ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Agent and the relevant Registrar, (which notices shall be irrevocable),

redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the relevant Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date; provided that, in the case of Subordinated Notes, the Optional Redemption Date may not fall earlier than five years and one day after the Issue Date. Any such redemption must be of a nominal amount equal to the Minimum Redemption Amount or a Higher Redemption Amount each as indicated in the relevant Final Terms.

(d) Early redemption at the option of the Issuer (Make-Whole Redemption)

If Make-Whole Redemption is specified as being applicable in the relevant Final Terms, then the Issuer may, having given:

(i) not less than 15 nor more than 35 days' (or such other period as may be specified in the relevant Final Terms) notice to the Noteholders in accordance with this Condition; and

(ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Agent and the relevant Registrar, (which notices shall be irrevocable),

elect, in its sole discretion, to redeem the Notes, in whole but not in part, on any Make-Whole Redemption Date at the Make-Whole Redemption Amount, together with any accrued and unpaid interest thereon to but excluding such Make-Whole Redemption Date.

(e) The Appropriate Notice

The notice referred to in paragraphs (b), (c) and (d) of this Condition is a notice given by the Issuer to the Noteholders, the relevant Agent and the relevant Registrar (in the case of Registered Notes), which shall be signed by two authorised signatories of the Issuer and shall specify the following details:

(i) the Series of Notes subject to redemption;

(ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate nominal amount of the Notes of the relevant Series which are to be redeemed;
(iii) the due date for such redemption, which shall be a Business Day; and

(iv) the circumstances giving rise to the Issuer's entitlement to effect such redemption.

Any such notice shall be irrevocable, and the delivery thereof shall oblige the Issuer to make the redemption therein specified.

(f) Redemption at the Option of the Noteholders

If the Noteholders are specified in the relevant Final Terms as having an option to redeem, upon the holder of any Note giving to the Issuer not less than 15 nor more than 30 days' (or such other period as may be specified in the relevant Final Terms) notice prior to the relevant Optional Redemption Date or such other period of notice as is specified in the relevant Final Terms the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the relevant Final Terms, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in the relevant Final Terms, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date; provided that, in the case of Subordinated Notes, the Optional Redemption Date shall not fall earlier than five years and one day after the Issue Date.

If this Note is in definitive form, to exercise the right to require redemption of this Note, the holder of this Note must deliver such Note at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a "Put Notice") and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition.

If this Note is represented by a Permanent Global Note or Global Note Certificate the bearer of such Permanent Global Note or the holder of such Global Note Certificate must, within the notice period, give written notice of such exercise to the relevant Agent specifying the nominal amount of Notes in respect of which such option is exercised. Any such notice will be irrevocable and may not be withdrawn.

Any Put Notice given by a holder of any Note pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event the holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 11 (Events of Default).

(g) Purchases

The Issuer or any of its subsidiaries or affiliates may at any time purchase Notes at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

(h) Instalment Notes

If the Notes are repayable in instalments, they will be redeemed in the Instalment Amounts specified in the relevant Financial Terms and on the Instalment Dates specified in the relevant Financial Terms. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (i) below.

(i) Cancellation

All Notes redeemed in accordance with this Condition 7 (Redemption and Purchase) shall be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption) and may not be reissued or resold.
(j) **Early Redemption Amounts**

For the purpose of paragraph (g) above and Condition 11 (Events of Default), the Notes will be redeemed at the Early Redemption Amount calculated as follows:

(i) in the case of Notes with a Redemption Amount equal to the Issue Price, at the Redemption Amount thereof; or

(ii) in the case of Index-linked Notes (other than Zero Coupon Notes but including Instalment Notes and Partly Paid Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in the relevant Final Terms, or determined in the manner specified in, the relevant Final Terms or, if no such amount or manner is so specified in the relevant Final Terms, at their nominal amount; or

(iii) in the case of Zero Coupon Notes, at an amount (the "Amortised Face Amount") equal to the sum of:

   (A) the Reference Price specified in the relevant Final Terms (the "Reference Price"); and

   (B) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each or such other calculation basis as may be specified in the relevant Final Terms.

(k) **Partial redemption**

If Notes are to be redeemed in part only on any date in accordance with Condition 7(c) (Redemption at the Option of the Issuer), in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place as the relevant Agent approves and in such manner as the relevant Agent considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 7(c) (Redemption at the Option of the Issuer) shall specify the serial numbers of the Notes so to be redeemed, and, in the case of Registered Notes, each Note shall be redeemed in part in the proportion which the aggregate nominal amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date bears to the aggregate nominal amount of outstanding Notes on such date. If any Higher Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount shall in no event be greater than the maximum or be less than the minimum so specified.

If any of the Notes to be redeemed in part only in accordance with Condition 7(c) (Redemption at the Option of the Issuer) are represented by a global Note, such global Note may be redeemed in part in the nominal amount specified by the Issuer in accordance with these Conditions and the Notes to be redeemed will not be selected as provided in these Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion).

8. **PAYMENTS**

(a) **Payments - Bearer Notes**

(i) Payment of amounts (including accrued interest) due on the redemption of Bearer Notes will be made against presentation and, save in the case of a partial redemption, surrender of the relevant Bearer Notes at the specified office of any of the Paying Agents or to the order of any Paying Agents.
(ii) Payment of amounts due in respect of interest on Bearer Notes will be made in accordance with the following provisions:

(A) In the case of a Temporary Global Note or Permanent Global Note, against presentation of the relevant Temporary Global Note or Permanent Global Note at the specified office of any of the Paying Agents outside the United States or its possessions and, in the case of a Temporary Global Note, upon due certification as required therein.

(B) In the case of definitive Bearer Notes without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant definitive Bearer Notes at the specified office of any of the Paying Agents outside the United States or its possessions.

(C) In the case of definitive Bearer Notes delivered with Coupons attached thereto, against surrender of the relevant Coupons at the specified office of any of the Paying Agents outside the United States or its possessions.

(iii) If the due date for payment of any amount (whether in respect of principal, interest or otherwise) in respect of any Bearer Notes is not a Payment Business Day in the place of presentation, then the Noteholder will not be entitled to payment thereof until the next following such Payment Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with the Terms and Conditions of the Notes.

(iv) Each definitive Bearer Note initially delivered with Coupons attached thereto should be surrendered for final redemption together with all unmatured Coupons appertaining thereto, failing which:

(A) in the case of definitive Bearer Notes which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents outside the United States or its possessions at any time prior to the tenth anniversary of the due date of such final redemption or, if later, the fifth anniversary of the date of maturity of such Coupon; and

(B) in the case of definitive Bearer Notes which bear interest at, or at a margin above or below, a floating rate, all unmatured Coupons relating to such definitive Bearer Notes (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

(v) The receipt by the Principal Swiss Paying Agent of the due and punctual payment of funds in Swiss francs in Switzerland shall release the Issuer from its obligations under the Bearer SIS Notes (and the Receipts and Coupons appertaining to them) for the payment of principal and interest to the extent of such payment. All payments required to be made by the Issuer under Bearer SIS Notes (and any Receipts and Coupons appertaining to them) shall be made available in good time in freely disposable funds in Swiss francs and placed at the disposal of the Principal Swiss Paying Agent on behalf of the Noteholders. All payments required to be made under the Bearer SIS Notes shall be made to the Noteholders in the Swiss francs without collection costs (in the case of Definitive Bearer SIS Notes) in Switzerland at the specified offices located in Switzerland of the Principal Swiss Paying Agent upon their surrender without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or residence of the relevant holder of the Bearer SIS Note (and any Coupons and Receipts appertaining to it) and without any certification, affidavit or the fulfilment of any other formality.

(b) Payments - Registered Notes

(i) Payment of amounts (including accrued interest) due on the final redemption of Registered Notes will be made against presentation and, save in the case of a partial redemption, surrender of the relevant Registered Notes at the specified office of the relevant Registrar or any Transfer Agent.
(ii) If the due date for payment of any amount due (whether in respect of principal, interest or otherwise) in respect of any Registered Notes is not a Payment Business Day, the Holder thereof will not be entitled to payment thereof until the next following such Payment Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with the Terms and Conditions of the Notes.

(iii) Payment of amounts (whether principal, interest or otherwise) due in respect of Registered Notes will be paid to the Holders thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the relevant Registrar as at close of business (local time) on the Clearing System Business Day before the due date for such payment (the "Record Date") where "Clearing System Business Day" means a day on which each clearing system for which the Global Registered Note is being held is open for business.

(iv) Notwithstanding the provisions of Condition 8(b)(i), payments of interest in respect of Registered Notes will be made (i) in the case of a currency other than Renminbi, by a cheque drawn on a bank in the Relevant Financial Centre and posted to the address (as recorded in the register held by the relevant Registrar) of the Holder thereof (or, in the case of joint Holders, the first named) on the Business Day immediately preceding the relevant date for payment unless at least four Payment Business Days prior to such date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the relevant Registrar for payment to be made to a designated account, and (ii) in the case of Renminbi, by transfer to an account denominated in that currency and maintained by the payee with a bank in the Principal Financial Centre of that currency.

(c) Payments – Uncertificated Swiss SIS Notes

The receipt by the Principal Swiss Paying Agent of the due and punctual payment of funds in the Specified Currency in Switzerland shall release the Issuer from its obligations under the Uncertificated Swiss SIS Notes for the payment of principal and interest to the extent of such payment. All payments required to be made by the Issuer under Uncertificated Swiss SIS Notes shall be made available in good time in freely disposable funds in the Specified Currency and placed at the disposal of the Principal Swiss Paying Agent on behalf of the Noteholders. All payments required to be made under the Uncertificated Swiss SIS Notes shall be made to the Noteholders in the Specified Currency without collection costs in Switzerland without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or residence of the relevant holder of the Uncertificated Swiss SIS Note and without any certification, affidavit or the fulfilment of any other formality.

If the due date for payment of any amount (whether in respect of principal, interest or otherwise) in respect of any Uncertificated Swiss SIS Notes is not a Payment Business Day, then the Noteholder will not be entitled to payment thereof until the next following such Payment Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with the Terms and Conditions of the Notes.

(d) Payments – Uncertificated Swiss Non-SIS Notes

The receipt by the relevant Noteholder of the due and punctual payment of funds in the Specified Currency shall release the Issuer from its obligations under the Uncertificated Swiss Non-SIS Notes for the payment of principal and interest to the extent of such payment. All payments required to be made by the Issuer under Uncertificated Swiss Non-SIS Notes shall be made available in good time in freely disposable funds in the Specified Currency, which will be placed at the disposal of the Principal Swiss Paying Agent on behalf of the Noteholders. All payments required to be made under the Uncertificated Swiss Non-SIS Notes shall be made to the Noteholders in the Specified Currency without collection costs in Switzerland without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or residence of the relevant holder of the Uncertificated Swiss Non-SIS Note and without any certification, affidavit or the fulfilment of any other formality. For the avoidance of doubt, once the Uncertificated Swiss Non-SIS Notes of a Series have been converted into Uncertificated Swiss SIS Notes, such Notes will be considered Uncertificated Swiss SIS Notes for purposes of the Terms.
and Conditions of the Notes and the provisions set forth under paragraph (c) above will apply accordingly.

If the due date for payment of any amount (whether in respect of principal, interest or otherwise) in respect of any Uncertificated Swiss Non-SIS Notes is not a Payment Business Day, then the Noteholder will not be entitled to payment thereof until the next following such Payment Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with the Terms and Conditions of the Notes.

(e) Payments - General Provisions

(i) Payments of amounts due (whether in respect of principal, interest or otherwise) in respect of Notes will be made (i) in the case of a currency other than Renminbi, in the currency in which it is denominated by cheque drawn on, or by transfer to an account maintained by the payee with, a bank in the Relevant Financial Centre (or, if such currency is euro, to any account to which euro may be credited or transferred), (ii) in the case of Renminbi, by transfer to an account denominated in that currency and maintained by the payee with a bank in the Principal Financial Centre of that currency and (iii) in the case of Swiss Notes, as described under Condition 8(a)(v), 8(c) or 8(d), as applicable, above.

(ii) The Issuer reserves the right to vary or terminate the appointment of an Agent or any other Paying Agent or Transfer Agent, or any Registrar and to appoint additional or other Paying Agents or Transfer Agents, or another Registrar. The Issuer will at all times maintain (i) an Agent, (ii) a Registrar, (iii) a Paying Agent with a specified office in a European city (but outside the United Kingdom), and (iv) so long as any Notes are admitted to trading on the Luxembourg Stock Exchange's regulated market, the Euro MTF Market of the Luxembourg Stock Exchange or the Regulated Market, a Paying Agent and (in the case of Registered Notes) a Transfer Agent with a specified office in Luxembourg or Dublin, as the case may be. Any variation, termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than 45 nor less than 30 days' notice thereof shall have been given to the Noteholders in accordance with Condition 13 (Notices).

(iii) In respect of Notes listed on the SIX Swiss Exchange, the Issuer will at all times maintain at least one Swiss paying agent having a specified office in Switzerland if then required by the regulations of the SIX Swiss Exchange.

(f) Consequences of a Renminbi Currency Event

This Condition 8(f) shall apply where the relevant Final Terms specifies that this Condition 8(f) is applicable to the relevant issue of Renminbi Notes. For Renminbi Notes that are settled and deliverable in Hong Kong, if a Renminbi Currency Event has occurred and is continuing on any Relevant FX Date, the Calculation Agent may determine that one or more of the following will apply in its sole and absolute discretion:

(i) the relevant payment or delivery obligation of the Issuer be postponed to 10 Business Days after the date on which the Renminbi Currency Event ceases to exist or, if that would not be commercially reasonable, as soon as commercially reasonable thereafter;

(ii) that the Issuer's obligation to make a payment in Renminbi under the Notes be replaced by an obligation to pay such amount in U.S. dollars (converted at the Alternate Settlement Rate determined by the Calculation Agent as of a time and date selected in good faith by the Calculation Agent); and

(iii) by giving notice to the Noteholders in accordance with Condition 13 (Notices), the Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Notes, each Note being redeemed at its Early Redemption Amount, net of any breakage costs, losses or expenses incurred by the Issuer in terminating, settling or re-establishing any hedging or related trading positions entered into by it in connection with the Notes, all determined by the Issuer in its sole discretion ("Break Costs"). The Early Redemption Date will be stated in such notice to relevant Noteholders.
Upon the occurrence of a Renminbi Currency Event, the Issuer shall give notice, as soon as practicable, to the relevant Noteholders in accordance with Condition 13 (Notices) stating the occurrence of the Renminbi Currency Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

For the purposes of this Condition 8(f):

"Alternate Settlement Rate" means the spot rate between Renminbi and U.S. dollars determined by the Calculation Agent, taking into consideration all available information which the Calculation Agent deems relevant (including, but not limited to, the pricing information obtained from the Renminbi non-deliverable market outside the PRC and/or the Renminbi exchange market inside the PRC).

"Early Redemption Amount" means an amount as specified in the relevant Final Terms.

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong and the PRC.

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC.

"PRC" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan.

"Relevant FX Date" means any Interest Payment Date, any redemption date, the Maturity Date or any other date as determined by the Calculation Agent as relevant in respect of any payment or delivery obligation of the Issuer under any Notes denominated in Renminbi.

"Renminbi" means the lawful currency of the PRC.

"Renminbi Currency Event" means the occurrence of any one of the following in the opinion of the Calculation Agent:

(i) Renminbi Non-Transferability;

(ii) Renminbi Inconvertibility; or

(iii) Renminbi Illiquidity.

"Renminbi Illiquidity" means the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer and/or any of its affiliates cannot obtain sufficient Renminbi in order to make a payment or perform any other of its obligations under any Notes denominated in Renminbi, as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

"Renminbi Inconvertibility" means the occurrence of any event that makes it impossible, impracticable or illegal for the Issuer and/or any of its affiliates to convert any amount into or from Renminbi as may be required to be paid by the Issuer under any Notes denominated in Renminbi on any payment date or such other amount as may be determined by the Calculation Agent in its sole and absolute discretion at the general Renminbi exchange market in Hong Kong, other than where such impossibility, impracticality or illegality is due solely to the failure of the Issuer and/or any of its affiliates to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the trade date of any Note denominated in Renminbi and it is impossible, impracticable or illegal for the Issuer and/or any of its affiliates, due to an event beyond the control of the Issuer, to comply with such law, rule or regulation).

"Renminbi Non-Transferability" means the occurrence of any event that makes it impossible, impracticable or illegal for the Issuer and/or any of its affiliates to deliver Renminbi between accounts inside Hong Kong, other than where such impossibility, impracticality or illegality is due
solely to the failure of Issuer and/or any of its affiliates to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the trade date of any Note denominated in Renminbi and it is impossible, impracticable or illegal for the Issuer and/or any of its affiliates, due to an event beyond the control of the Issuer and/or any of its affiliates (as applicable), to comply with such law, rule or regulation).

(g) Interpretation of Principal and Interest

Any reference in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(i) any Additional Amounts which may be payable with respect to principal under Condition 9 (Taxation);

(ii) the Final Redemption Amount of the Notes;

(iii) the Early Redemption Amount of the Notes;

(iv) the Optional Redemption Amount(s) (if any) of the Notes;

(v) in relation to Instalment Notes, the Instalment Amounts;

(vi) in relation to Zero Coupon Notes, the Amortised Face Amount; and

(vii) any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable with respect to interest under Condition 9 (Taxation).

9. TAXATION

(a) All sums payable by or on behalf of the Issuer pursuant to the Terms and Conditions of the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other government charges of any nature ("Taxes") imposed by or on behalf of a Relevant Jurisdiction (as defined below), or any authority thereof or therein having power to impose Taxes unless such withholding or deduction is required by law.

(b) If the Issuer is required by law to deduct or withhold any Taxes imposed by or on behalf of a Relevant Jurisdiction then the Issuer will pay such additional amounts as will result in the Noteholders, the Couponholders or the Receiptholders receiving the amounts they would have received if no withholding or deduction of Taxes had been required ("Additional Amounts").

(c) The Issuer will not be required to pay any Additional Amounts pursuant to Condition 9(b) in relation to a Note, Receipt or Coupon, (i) to a Noteholder, Receiptholder or Couponholder who is liable to such Taxes on the Note, Receipt or Coupon as a result of having some connection with the Relevant Jurisdiction other than its mere ownership or possession of the Note, Receipt or Coupon or the receipt of principal or interest in respect thereof, or (ii) which is presented for payment more than 30 days after the Relevant Date except to the extent that the Noteholder, Receiptholder or Couponholder would have been entitled to receive the Additional Amounts if it had presented the Note or Coupon for payment on the last day of the 30-day period, or (iii) where the Issuer is acting through UBS AG Australia Branch, to a Noteholder, Receiptholder or Couponholder (or any other entity which has an interest in a Note, Receipt or Coupon) who is liable to such taxes on the Note, Receipt or Coupon by reason of his being an Offshore Associate of the Issuer, other than one acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act 2001 of Australia or (iv) (in the case of Registered Notes) where the Issuer is acting through UBS AG Australia Branch, to a Noteholder, Receiptholder or Couponholder (or any other entity which has an interest in a Note, Receipt or Coupon) who is an Australian resident or non-resident holder carrying on business in Australia at or through a permanent establishment of the non-resident in Australia, if that Person has not supplied an appropriate tax file number, Australian
business number (if applicable), or details of an applicable exemption from these requirements, or (v) where the Issuer is acting through UBS AG Australia Branch, where such withholding or deduction is required to be made pursuant to a notice or direction issued by the Commissioner of Taxation under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 to the Taxation Administration Act 1953 of Australia or any similar law, or (vi) where the Issuer is acting through UBS Head Office and payments which qualify as interest for Swiss withholding tax purposes are subject to Swiss withholding tax according to Swiss Federal Withholding Tax Law of 13 October 1965, or (vii) where such withholding or deduction is imposed on a payment and is required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation proposed by the Swiss Federal Council on 17 December 2014, or otherwise changing the Swiss federal withholding tax system from an issuer-based system to a paying-agent-based system pursuant to which a Person other than the Issuer is required to withhold tax on any interest payments, or (viii) where the Issuer is acting through UBS AG Australia Branch, to the extent that section 126 of the Australian Tax Act (or any equivalent provision) requires the Issuer to pay income tax in respect of interest payable on a Note, Receipt or Coupon and the income tax would not be payable were the Noteholder, Receiptholder or Couponholder not a "resident of Australia" or a "non-resident" so engaged in carrying on business in Australia, or (ix) in such other circumstance as may be specified in the relevant Final Terms.

(i) "Offshore Associate" means an associate (as defined in section 128F(9) of the Australian Tax Act) that is either:

(A) a non-resident of Australia which does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia; or

(B) a resident of Australia that acquires the Notes in carrying on a business at or through a permanent establishment outside Australia.


(iii) "Relevant Date" means the date on which the payment first becomes due. If the full amount of the moneys payable on the due date has not been received by the relevant Agent on or before the due date, then "Relevant Date" means the date on which notice to the effect that the full amount of the money due has been received by the relevant Agent is published in accordance with the Terms and Conditions of the Notes.

(iv) "Relevant Jurisdiction" means (i) United Kingdom and Switzerland, where the Issuer is acting through UBS AG London Branch, (ii) Jersey and Switzerland, where the Issuer is acting through UBS AG Jersey Branch, (iii) Australia and Switzerland, where the Issuer is acting through UBS AG Australia Branch, (iv) Hong Kong and Switzerland, where the Issuer is acting through UBS AG Hong Kong Branch, (v) Switzerland, where the Issuer is UBS Head Office, (vi) the jurisdiction of establishment of the relevant Branch and Switzerland where the Issuer is acting through a Branch other than UBS AG London Branch, UBS AG Jersey Branch, UBS AG Australia Branch or UBS AG Hong Kong Branch and (vii) any other jurisdiction imposing withholding or deduction on the payments in question as a result of the Issuer being considered to be resident or doing business in such jurisdiction for tax purposes.

(d) Any reference in the Terms and Conditions of the Notes to amounts payable by the Issuer pursuant to the Terms and Conditions of the Notes includes (i) any Additional Amount payable pursuant to this Condition 9 and (ii) any sum payable pursuant to an obligation taken in addition to or in substitution for the obligation in this Condition 9.

(e) Notwithstanding any other provisions contained herein, the Issuer shall be permitted to withhold or deduct any amounts required by the rules of Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") or any amended or successor provisions (relating to withholding or dividend equivalents) or Sections 1471 through 1474 of the Code, or any amended or successor provisions, pursuant to any inter-governmental agreement or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S.
Internal Revenue Service ("FATCA withholding") as a result of a holder, beneficial owner or an intermediary that is not an agent of the Issuer not being entitled to receive payments free of FATCA withholding. The Issuer will have no obligation to pay additional amounts or otherwise indemnify an investor for any such withholding deducted or withheld by the Issuer, the paying agent or any other party.

10. PRESCRIPTION

(a) In the case of Notes other than Swiss Notes:

   (i) Bearer Notes will become void unless presented for payment within a period of ten years from the Relevant Date. Coupons will become void unless presented for payment within five years of the Relevant Date.

   (ii) The rights of holders of Registered Notes to make claims against the Issuer for payments of principal will become void ten years after the Relevant Date. The rights of holders of Registered Notes to make claims against the Issuer for payments other than for payments of principal will become void five years after the Relevant Date.

(b) In the case of Swiss Notes, in accordance with Swiss law, claims for interest payments under the Notes will become time-barred after the five-year period, and claims for the repayment or redemption of the Notes will become time-barred after the ten-year period, in each case, commencing on the date on which such payment, repayment or redemption becomes due and payable.

11. EVENTS OF DEFAULT

(a) In the case of Senior Notes

The following events shall constitute an "Event of Default" for the purposes of Senior Notes:

   (i) there is a default for more than 30 days in the payment of any principal or interest due in respect of the Notes; or

   (ii) there is a default in the performance by the Issuer of any other obligation under the Notes and such default continues for a period of 60 days after written notice of such default has been given by any Noteholder to the Issuer; or

   (iii) any order shall be made by any competent court or other authority or resolution passed by the Issuer for the dissolution or winding-up of the Issuer or for the appointment of a liquidator, receiver, administrator or manager of the Issuer or of all or a substantial part of their respective assets, or anything analogous occurs, in any jurisdiction, to the Issuer, other than in connection with a solvent reorganisation, reconstruction, amalgamation or merger; or

   (iv) the Issuer shall stop payment or shall be unable to, or shall admit to creditors generally its inability to, pay its debts as they fall due, or shall be adjudicated or found bankrupt or insolvent, or shall enter into any composition or other arrangements with its creditors generally.

If an Event of Default in relation to Senior Notes shall have occurred and be continuing, Noteholders holding at least 25 per cent. in aggregate nominal amount of the outstanding Notes may, by notice in writing giving to the relevant Agent at its specified office, declare all the Notes immediately due and payable, whereupon they will become immediately due and payable at the Early Redemption Amount (as described in Condition 7(i)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind unless such Event of Default has been remedied prior to the receipt of such notice by the relevant Agent, and the relevant Agent has actual knowledge of such remedy.
(b) In the case of Subordinated Notes

The following events shall constitute an "Event of Default" for the purposes of the Subordinated Notes:

(i) there is a default for more than 30 days in the payment of any principal or interest due in respect of the Notes; or

(ii) there is a default in the performance by the Issuer of any other obligation under the Notes and such default continues for a period of 60 days after written notice of such default has been given by any Noteholder to the Issuer; or

(iii) an order is made in Switzerland or, in the case of Subordinated Notes issued by the Issuer acting through a Branch, the country where the relevant Branch is located by any competent court or other authority for the dissolution, administration or winding-up of the Issuer (other than in connection with a solvent reorganisation, reconstruction, amalgamation or merger) or for the appointment of a liquidator, provisional liquidator, receiver, administrator or manager of the Issuer or of all or a substantial part of its assets, or the Issuer shall be adjudicated or found bankrupt or insolvent, or anything analogous occurs to the Issuer; or

(iv) the Issuer stops payment, or is unable to, or admits to creditors generally an inability to, pay its debts as they fall due, or passes a resolution for the dissolution, administration or winding-up of the Issuer, or shall enter into any composition or other arrangements with its creditors generally, other than in connection with a solvent reorganisation, reconstruction, amalgamation or merger.

If an Event of Default in relation to Subordinated Notes shall have occurred and be continuing, any Noteholder may, at such Noteholder's option, declare the Note held by the Noteholder to be forthwith (subject always to Condition 5(b) above) due and payable at the Early Redemption Amount (as described in Condition 7(i)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind by written notice to the Issuer and the relevant Agent at its specified office.

12. REPLACEMENT

If any Note, Coupon, Receipt or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the relevant Agent upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence, security and indemnity as the Issuer may require. Mutilated or defaced Notes, Coupons, Receipts or Talons must be surrendered before replacements will be issued.

13. NOTICES

(a) Bearer Notes (other than Bearer SIS Notes)

In relation to Bearer Notes (other than Bearer SIS Notes), notices to Noteholders will, save where another means of effective communication has been specified in the relevant Final Terms, be deemed to be validly given if (i) published in one leading English language daily newspaper with circulation in London or, if this is not possible, in one other leading English language daily newspaper with circulation in Europe which, so long as Notes are listed on the Luxembourg Stock Exchange's regulated market or the Euro MTF Market of the Luxembourg Stock Exchange (so long as such Notes are listed on the Luxembourg Stock Exchange and the rules of such stock exchange so require), in a leading newspaper having general circulation in Luxembourg (which is expected to be the Luxemburger Wort) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

(b) Registered Notes

In relation to Registered Notes, notices to Noteholders will be deemed to be validly given if sent by first class mail to Noteholders (or, in the case of joint Noteholders, to the first-named in the register kept by the relevant Registrar) at the respective addresses as recorded in the register kept
by the relevant Registrar, and will be deemed to have been validly given on the fourth Business Day after the date of such mailing. With respect to Registered Notes listed on the Luxembourg Stock Exchange, any notices to Noteholders must also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the Luxemburger Wort) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu) and, in addition to the foregoing will be deemed validly given only after the date of such publication.

If any of the Notes are represented by a global note which is held by a depositary on behalf of Euroclear or Clearstream Luxembourg or both and/or a nominee on behalf of DTC and/or any other relevant clearing system or a common safekeeper then in relation to such Notes, notice may be given to the Noteholders by being delivered to Euroclear and Clearstream Luxembourg, DTC and/or any other relevant clearing system for communication by them to the Persons shown in their respective records as having interests therein (provided that, in the case of Notes which are listed on the Luxembourg Stock Exchange’s regulated market or the Euro MTF Market of the Luxembourg Stock Exchange (so long as such Notes are listed on the Luxembourg Stock Exchange and the rules of such stock exchange so require), a notice is published in a daily newspaper having general circulation in Luxembourg, which is expected to be the Luxemburger Wort or published on the website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice shall be deemed to have been given on the date of such publication or, if so published more than once, on the date of the first such publication. If publication is not practicable in any such newspaper, notice will be validly given if made in such other manner, and shall be deemed to have been given on such date as the relevant Agent may approve.

(c) **SIS Notes**

For SIS Notes listed on the SIX Swiss Exchange, notices to Noteholders shall be given by the Principal Swiss Paying Agent at the expense of the Issuer (i) by means of electronic publication on the internet website of the SIX Swiss Exchange (https://www.six-group.com/exchanges/index_en.html), where notices are currently published under the address https://www.six-group.com/exchanges/news/official_notices/search_en.html or (ii) otherwise in accordance with the regulations of the SIX Swiss Exchange. Any notice so given shall be deemed to be validly given on the date of such publication or, if published more than once, on the date of the first such publication.

For SIS Notes that are not listed on the SIX Swiss Exchange, notices to Noteholders shall be given by communication through the Principal Swiss Paying Agent to SIS (or such other SIS Note Intermediary) for forwarding to the holders of the Notes. Any notice so given shall be deemed to be validly given with the communication to the Note Intermediary.

(d) **Uncertificated Swiss Non-SIS Notes**

In relation to Uncertificated Swiss Non-SIS Notes, notices to Noteholders shall be given by communication through the Principal Swiss Paying Agent to the Non-SIS Note Intermediary for forwarding to the holders of the Notes. Any notice so given shall be deemed to be validly given with the communication to the Non-SIS Note Intermediary. For the avoidance of doubt, once the Uncertificated Swiss Non-SIS Notes of a Series have been converted into Uncertificated Swiss SIS Notes, such Notes will be considered Uncertificated Swiss SIS Notes for purposes of the Terms and Conditions of the Notes and the provisions set forth under paragraph (c) above will apply accordingly.

14. **MEETINGS OF NOTEHOLDERS AND MODIFICATIONS OF TERMS AND CONDITIONS; SUBSTITUTION**

(a) The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matters affecting their interests, including modification of the Notes and any provisions of the Agency Agreement applicable to the Notes. Any such modification must be authorised by an extraordinary resolution of the Noteholders (an “Extraordinary Resolution”, which means a resolution passed by a majority consisting of not less than 75 per cent. of the votes cast thereon). The quorum at any meeting will be two or more Persons present in Person holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, and at any adjourned meeting two or more Persons being or representing holders of the Notes whatever the
nominal amount of Notes so held or represented provided that at any such meeting, the business of which includes the modification of certain of the Terms and Conditions of the Notes, the necessary quorum for passing an Extraordinary Resolution is two or more Persons holding or representing not less than 75 per cent. or, at any adjourned meeting, one or more Persons holding or representing a clear majority, in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution duly passed at a meeting will be binding on all the Noteholders (whether present at the meeting or not) and on all the Receiptholders and Couponholders.

(b) The Notes and the Terms and Conditions of the Notes may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error or, which may be necessary or desirable to give effect to the provisions of 6(f) (Benchmark Replacement for Floating Rate Notes other than Floating Rate Notes which reference SOFR) and 6(g) (Benchmark Replacement for Floating Rate Notes which reference SOFR). In addition, the parties to the Agency Agreement may agree without the consent of the Noteholders, Receiptholders or the Couponholders to any modification to the Agency Agreement which, in the reasonable opinion of such parties, is not materially prejudicial to the interest of the Noteholders or the Couponholders or which is of a formal, minor or technical nature or to any modification which is necessary, to correct a manifest error.

(c) Article 1157 et seq. of the Swiss Code of Obligations includes mandatory provisions on bondholder meetings which may apply instead of the provisions described in clause (a) above in relation to meetings of holders of Notes issued by the Issuer.

(d) The Issuer may, at its option and having given no more than 30 nor less than 10 days’ notice (ending, in the case of Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Noteholders in accordance with Condition 13 (Notices) (which notice shall be irrevocable) and provided that no payment in respect of any such Series is overdue designate, without the consent of any Noteholder, an Affiliate (the “Substitute Entity”) to assume in place of the Issuer or any previous Substitute Entity (the “Current Entity”) liability for the due and punctual payment of all payments on all Notes then outstanding in the relevant Series and the performance of all the Issuer's other obligations under all the Notes then outstanding in the relevant Series, the Agency Agreement and the Deed of Covenant.

As used herein (i) “Affiliate” means any entity controlled, directly or indirectly, by the Issuer, any entity that controls the Issuer, directly or indirectly, or any entity under common control with the Issuer, and (ii) “control” of the Issuer or any entity means ownership of a majority of the voting power of the Issuer or such entity.

(e) Upon any designation of a Substitute Entity pursuant to paragraph (d) above, the Substitute Entity shall succeed to the rights and obligations of the Current Entity under the Notes, the Agency Agreement and the Deed of Covenant and the Current Entity shall be released from its liability on the Notes, the Agency Agreement and the Deed of Covenant. Such assumptions shall be permitted only if the Substitute Entity and the Current Entity enter into a deed poll (the “Deed Poll”) or, in the case of Swiss Notes, an agreement governed by Swiss law (the “Swiss Substitution Agreement”), whereby (i) the Substitute Entity assumes the obligations of the Current Entity (or any previous substitute) under the Notes, the Agency Agreement and the Deed of Covenant, (ii) the Substitute Entity and the Current Entity agree to indemnify each Noteholder and, if appropriate, each Accountholder (as defined in the Deed of Covenant) against (A) any tax, duty, fee or governmental charge imposed on or relating to the act of assumption and (B) any costs or expenses of the act of assumption and (iii) the Substitute Entity and the Current Entity shall warrant that all necessary governmental approvals and consents for the assumption by the Substitute Entity of its obligations have been obtained and are in full force and the obligations of the Substitute Entity under the Notes, (if appropriate) the Deed of Covenant, the Agency Agreement and the Deed Poll or Swiss Substitution Agreement, as applicable, are legal, valid, binding and enforceable against the Substitute Entity, provided that no substitution shall take place pursuant to this Condition 14 unless (v) the Issuer shall have obtained legal opinions containing no untoward qualifications from independent legal advisers in the respective countries in which the Substitute Entity and the Current Entity are incorporated, in Switzerland (in the case of Swiss Notes) and in England to the effect that the obligations of the Substitute Entity are its legal, valid and binding obligations, and that all consents and approvals as aforesaid have been obtained, (w) any credit rating agency currently rating the Series of Notes has confirmed in writing to the Current Entity that assumption by the
Substitute Entity will not result in a downgrading of the then current credit rating of such rating agency applicable to the class of debt represented by the Notes, (x) each competent listing authority and/or stock exchange, on or by which the Notes are admitted to listing and/or trading shall have confirmed that, following the proposed substitution of the Substitute Entity, the Notes will continue to be admitted to listing and/or trading by the relevant competent listing authority and/or stock exchange, (y) in the case of a Substitute Entity not incorporated under the laws of England or Wales, the Substitute Entity has appointed a process agent as its agent in England and Wales to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Notes (except in relation to Swiss Notes) and (z) the Substitute Entity would not, on the occasion of the next payment due under the Notes, be required to pay any Additional Amounts under the Terms and Conditions of the Notes after giving effect to such substitution that the Current Entity would not have been required to pay immediately prior to such substitution, as determined by the Issuer at the time of sending the relevant notice to Noteholders pursuant to paragraph (d) above.

(f) Not less than 10 nor more than 30 days prior to the effective date of any assumption by a Substitute Entity pursuant to paragraph (e) above, the Issuer shall procure the notification to the Noteholders, in accordance with Condition 13 (Notices), of the assumption and stating that copies, or pending execution thereof final drafts, of the Deed Poll or Swiss Substitution Agreement, as applicable, and other relevant documents and of the legal opinions are available for inspection by the Noteholders at the specified offices of the relevant Agent and (where relevant) the Registrar. The originals of the Deed Poll or Swiss Substitution Agreement, as applicable, and other relevant documents will be delivered to the relevant Agent to hold until there are no claims outstanding in respect of the Notes, (if appropriate) the Deed of Covenant, the Agency Agreement or the Deed Poll or Swiss Substitution Agreement, as applicable. The Substitute Entity and the Current Entity shall in the Deed Poll or Swiss Substitution Agreement, as applicable, acknowledge the right of every Noteholder of any Note or, as the case may be, every Accountholder to inspect such documents at the offices of the relevant Agent.

(g) Upon any assumption pursuant to paragraph (e) above becoming effective, references in these Conditions to the Relevant Jurisdiction being the jurisdiction of establishment of the Current Entity and Switzerland and any other jurisdiction imposing withholding or deduction on the payments in question as a result of the Issuer being considered to be resident or doing business in such jurisdiction for tax purposes, shall be read and construed as including the jurisdiction of establishment of the Substitute Entity instead of or in addition to (as the case may be) references to the jurisdiction of establishment of the Current Entity and Switzerland and any other jurisdiction imposing withholding or deduction on the payments in question as a result of the Issuer being considered to be resident or doing business in such jurisdiction for tax purposes.

(h) Prior to any assumption pursuant to paragraph (e) above, the Issuer may, without the consent of the Noteholders, upon giving no more than 30 and no less than 10 days’ notice to the Noteholders in accordance with Condition 13 (Notices), at any time, (i) cease to make payments of principal, interest and any other amounts due under all Notes then outstanding in the relevant Series and fulfil any of its other obligations and exercise any of its other rights and powers in respect of, or arising under, all Notes then outstanding in the relevant Series through the Branch or the UBS Head Office, as applicable, through which it is acting at the time of the relevant notice, and (ii) commence making such payments, fulfilling such other obligations and exercising such powers and rights through another Branch or the UBS Head Office (if the Issuer was not acting through UBS Head Office at the time of the relevant notice) as designated in the relevant notice (an "Issuing Branch Substitution"), provided that, as of the time of giving the relevant notice, (A) the Issuer is not in default in respect of any amount payable under any Note in the relevant Series, and (B) the Issuer would not be required to pay any Additional Amounts under the Terms and Conditions of the Notes after giving effect to such Issuing Branch Substitution that it would not have been required to pay if such Issuing Branch Substitution were not to occur.

(i) Upon any Issuing Branch Substitution pursuant to which the Issuer was not acting through the UBS Head Office immediately prior thereto, references in these Conditions to the Relevant Jurisdiction being the jurisdiction of establishment of the Branch through which the Issuer was acting immediately prior to such Issuing Branch Substitution, shall be read and construed as references to (x) the jurisdiction of establishment of the Branch through which the Issuer is acting immediately after giving effect to such Issuing Branch Substitution or (y) if the Issuer is acting through the UBS
14. Head Office immediately after giving effect to such Issuing Branch Substitution, Switzerland, in each case, instead of references to the jurisdiction of establishment of the Branch through which the Issuer was acting immediately prior to such Issuing Branch Substitution.

(j) Upon any Issuing Branch Substitution pursuant to which the Issuer was acting through the UBS Head Office immediately prior thereto, references in these Conditions to the Relevant Jurisdiction shall be read and construed as to include references to the jurisdiction of establishment of the Branch through which the Issuer is acting immediately after giving effect to such Issuing Branch Substitution in addition to Switzerland.

15. FURTHER ISSUES

The Issuer may from time to time without the consent of the Noteholders, Receiptholders or the Couponholders create and issue further notes and, provided that such further notes have the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them), the further notes shall be consolidated and form a single series with the Notes. In such circumstances, references in these Conditions to "Notes" include (unless the context requires otherwise) any other notes issued pursuant to this Condition and forming a single series with the Notes.

16. GOVERNING LAW AND JURISDICTION

(a) The Agency Agreement (other than the Uncertificated Swiss Note Agency Agreement) and the Notes (other than Swiss Notes) and any related Coupons and Talons and all non-contractual obligations arising out of or in connection with the Agency Agreement, the Notes (other than Swiss Notes) and any related Coupons and Talons are governed by English law, except for, in the case of Subordinated Notes, Condition 5(b) (Status of the Notes - In the case of Subordinated Notes), which are governed by Swiss law.

(b) The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes (other than Swiss Notes) or any related Coupons or Talons (including a dispute relating to the existence, validity or termination of the Notes, the Coupons or the Talons or any non-contractual obligation arising out of or in connection with the Notes, the Coupons or the Talons) or the consequences of the nullity of the Notes (other than Swiss Notes) or any related Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with the Notes (other than Swiss Notes) or any related Coupons or Talons ("Proceedings") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in any such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the Noteholders, the Couponholders and the Talonholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) The Issuer agrees that, except in relation to Swiss Notes, the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to it at 5 Broadgate London EC2M 2QS UK or at any other address of the Issuer in England at which service of process may be served on it in accordance with the Companies Act 2006. Nothing herein shall affect the right to serve process in any other manner permitted by law.

(d) The Swiss Notes, any related Coupons and the Terms and Conditions of the Notes with respect to such Notes are governed by and shall be construed in accordance with the laws of Switzerland. The courts of the Canton of Zurich (venue being the City of Zurich) have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Swiss Notes and any related Coupons.

(e) The Uncertificated Swiss Note Agency Agreement will be governed by and construed in accordance with the laws of Switzerland. The courts of the Canton of Zurich (venue being the City of Zurich) will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Uncertificated Swiss Note Agency Agreement.
USE OF PROCEEDS

The net proceeds of the issue of each Series or Tranche of Notes issued by the Issuer acting through any Branch will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS AG Group, in each case outside Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland. The net proceeds of the issue of each Series or Tranche of Notes issued by UBS Head Office will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS AG Group.
DESCRIPTION OF UBS AG

1. Overview

UBS AG with its subsidiaries (together, "UBS AG consolidated", or "UBS AG Group"; together with UBS Group AG, which is the holding company of UBS AG, and its subsidiaries, "UBS Group", "Group", "UBS" or "UBS Group AG consolidated") provides financial advice and solutions to private, institutional and corporate clients worldwide, as well as private clients in Switzerland. The operational structure of the Group is comprised of the Corporate Center and four business divisions: Global Wealth Management, Personal & Corporate Banking, Asset Management and the Investment Bank. UBS's strategy is centered on its leading global wealth management business and its premier personal and corporate banking business in Switzerland, complemented by its focused investment bank and global asset manager. UBS concentrates on capital-efficient businesses in its targeted markets, where UBS has a strong competitive position and an attractive long-term growth or profitability outlook.

On 31 March 2019, UBS Group's CET1 capital ratio was 13.0%, the CET1 leverage ratio was 3.80%, the total loss-absorbing capacity ratio was 32.7%, and the total loss-absorbing capacity leverage ratio was 9.6%. On the same date, invested assets stood at USD 3,318 billion, equity attributable to shareholders was USD 53,667 million and market capitalisation was USD 45,009 million. On the same date, UBS employed 67,481 people.

On 31 March 2019, UBS AG consolidated CET1 capital ratio was 13.1%, the CET1 leverage ratio was 3.83%, the total loss-absorbing capacity ratio was 32.2%, and the total loss-absorbing capacity leverage ratio was 9.4%. On the same date, invested assets stood at USD 3,318 billion and equity attributable to UBS AG shareholders was USD 53,216 million. On the same date, UBS AG Group employed 47,773 people.

The rating agencies S&P Global Ratings Europe Limited ("Standard & Poor's"), Moody's Deutschland GmbH ("Moody's"), Fitch Ratings Limited ("Fitch Ratings"), and Scope Ratings GmbH ("Scope Ratings") have published solicited credit ratings reflecting their assessment of the creditworthiness of UBS AG, i.e. its ability to fulfill in a timely manner payment obligations, such as principal or interest payments on long-term loans, also known as debt servicing. The ratings from Fitch Ratings, Standard & Poor's and Scope Ratings may be attributed a plus or minus sign, and those from Moody's a number. These supplementary attributes indicate the relative position within the respective rating class. UBS AG has a long-term counterparty credit rating of A+ (outlook: stable) from Standard & Poor's, long-term senior debt rating of Aa3 (outlook: stable) from Moody's, long-term issuer default rating of AA- (outlook: stable) from Fitch Ratings and issuer rating of AA- (outlook: stable) from Scope Ratings.

An explanation of the significance of ratings may be obtained from the rating agencies. Generally, rating agencies base their ratings on such material and information, and such of their own investigations, studies and assumptions, as they deem appropriate. The ratings of UBS AG should be evaluated independently from similar ratings of other entities, and from the rating, if any, of its securities. A credit rating is not a recommendation to buy, sell or hold securities issued or guaranteed by the rated entity and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency. All the above-mentioned rating agencies are registered as credit rating agencies under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No 513/2011.

No profit forecasts or estimates are included in this Base Prospectus/Base Listing Particulars.

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1 All figures based on the Swiss systemically relevant bank framework as of 1 January 2020. Refer to the "Capital management" section of the Annual Report 2018 and of the First Quarter 2019 Report, as defined herein, for more information.
2 The calculation of market capitalization has been amended to reflect total shares outstanding multiplied by the share price at the end of the period. The calculation was previously based on total shares issued multiplied by the share price at the end of the period.
3 Full-time equivalents.
4 All figures based on the Swiss systemically relevant bank framework as of 1 January 2020. Refer to the "Capital management" section of the Annual Report 2018 and of the First Quarter 2019 Report, as defined herein, for more information.
5 Full-time equivalents.
No recent events particular to UBS AG have occurred, which are to a material extent relevant to the evaluation of UBS AG's solvency.

Any statements regarding the competitive position of UBS AG, UBS AG Group or the Group contained in this Base Prospectus are made on the basis of the opinion of UBS AG or the Group.

2. Corporate Information

The legal and commercial name of the company is UBS AG.

The company was incorporated under the name SBC AG on 28 February 1978 for an unlimited duration and entered in the Commercial Register of Canton Basel-City on that day. On 8 December 1997, the company changed its name to UBS AG. The company in its present form was created on 29 June 1998 by the merger of Union Bank of Switzerland (founded 1862) and Swiss Bank Corporation (founded 1872). UBS AG is entered in the Commercial Registers of Canton Zurich and Canton Basel-City. The registration number is CHE-101.329.561.

UBS AG is incorporated and domiciled in Switzerland and operates under the Swiss Code of Obligations as an Aktiengesellschaft, a corporation limited by shares.

According to article 2 of the articles of association of UBS AG dated 26 April 2018 ("Articles of Association"), the purpose of UBS AG is the operation of a bank. Its scope of operations extends to all types of banking, financial, advisory, trading and service activities in Switzerland and abroad. UBS AG may establish branches and representative offices as well as banks, finance companies and other enterprises of any kind in Switzerland and abroad, hold equity interests in these companies, and conduct their management. UBS AG is authorized to acquire, mortgage and sell real estate and building rights in Switzerland and abroad. UBS AG may borrow and invest money on the capital markets. UBS AG is part of the group of companies controlled by the group parent company UBS Group AG. It may promote the interests of the group parent company or other group companies. It may provide loans, guarantees and other kinds of financing and security for group companies.

The addresses and telephone numbers of UBS AG's two registered offices and principal places of business are: Bahnhofstrasse 45, CH-8001 Zurich, Switzerland, telephone +41 44 234 1111; and Aeschenvorstadt 1, CH-4051 Basel, Switzerland, telephone +41 61 288 5050.

3. Business Overview

3.1 Organisational Structure of UBS AG

UBS AG is a Swiss bank and the parent company of the UBS AG Group. It is 100% owned by UBS Group AG, which is the holding company of the UBS Group. UBS operates as a group with four business divisions and a Corporate Center.

In 2014, UBS began adapting its legal entity structure to improve the resolvability of the Group in response to too big to fail requirements in Switzerland and recovery and resolution regulation in other countries in which the Group operates. In December 2014, UBS Group AG became the holding company of the Group.

In 2015, UBS AG transferred its personal & corporate banking and wealth management businesses booked in Switzerland to the newly established UBS Switzerland AG, a banking subsidiary of UBS AG in Switzerland. In 2016, UBS Americas Holding LLC was designated as the intermediate holding company for UBS's US subsidiaries and UBS merged its wealth management subsidiaries in various European countries into UBS Europe SE, UBS's German-headquartered European subsidiary. Additionally, UBS transferred the majority of Asset Management's operating subsidiaries to UBS Asset Management AG.

UBS Business Solutions AG, a wholly owned subsidiary of UBS Group AG, was established in 2015 and acts as the Group service company. In 2017, UBS's shared services functions in Switzerland and the UK were transferred from UBS AG to UBS Business Solutions AG. UBS also completed the transfer of shared services functions in the US to its US service company, UBS Business Solutions US LLC, a wholly owned subsidiary of UBS Americas Holding LLC.
In March 2019, UBS Limited, UBS's UK headquartered subsidiary, was merged into UBS Europe SE prior to the UK's scheduled departure from the EU. Former clients and other counterparties of UBS Limited who can be serviced by UBS AG's London Branch were migrated to UBS AG's London Branch prior to the merger.

UBS continues to consider further changes to the Group's legal structure in response to regulatory requirements and other external developments. Such changes may include further consolidation of operating subsidiaries in the EU and adjustments to the booking entity or location of products and services. Refer to "Risk Factors - UBS has announced its intention to make certain structural changes in light of regulatory trends and requirements and the Terms and Conditions do not contain any restrictions on the Issuer's or UBS's ability to restructure its business" above.

UBS Group AG's interests in subsidiaries and other entities as of 31 December 2018, including interests in significant subsidiaries, are discussed in "Note 31 Interests in subsidiaries and other entities" to the UBS Group AG's consolidated financial statements included in the UBS Group AG and UBS AG Annual Report 2018.

UBS AG's interests in subsidiaries and other entities as of 31 December 2018, including interests in significant subsidiaries, are discussed in "Note 31 Interests in subsidiaries and other entities" to the UBS AG's consolidated financial statements included in the Annual Report 2018.

UBS AG is the parent company of, and conducts a significant portion of its operations through, its subsidiaries. UBS AG has contributed a significant portion of its capital and provides substantial liquidity to subsidiaries. In addition, UBS Business Solutions AG provides substantial services to group companies including UBS AG and its subsidiaries. To this extent, UBS AG is dependent on certain of the entities of the UBS AG Group and of the UBS Group.

3.2 Business Divisions and Corporate Center

UBS operates as a group with four business divisions (Global Wealth Management, Personal & Corporate Banking, Asset Management, and the Investment Bank) and a Corporate Center. Each of the business divisions and the Corporate Center are described below. A description of the Group's strategy can be found under "Our strategy" in the "Our strategy, business model and environment" section of the Annual Report 2018; a description of the businesses, strategies, clients, organisational structures, products and services of the business divisions and the Corporate Center can also be found in the "Our strategy, business model and environment" section of the Annual Report 2018.

3.2.1 Global Wealth Management

Global Wealth Management provides investment advice and solutions to private clients, in particular in the ultra high net worth and high net worth segments. Clients benefit from Global Wealth Management's comprehensive set of capabilities, including wealth planning, investing, lending, asset protection, philanthropy, corporate and banking services as well as family office services in collaboration with the Investment Bank and Asset Management. Global Wealth Management has a global footprint, with the US representing its largest market. Clients are served through local offices and dedicated advisors. The ultra high net worth business is managed globally across the regions.

3.2.2 Personal & Corporate Banking

Personal & Corporate Banking provides comprehensive financial products and services to private, corporate and institutional clients and operates in Switzerland in the private and corporate loan market. Personal & Corporate Banking is central to UBS's universal bank model in Switzerland and it works with the wealth management, investment bank and asset management businesses to help clients receive the best products and solutions for their specific financial needs. While Personal & Corporate Banking operates primarily in its home market of Switzerland, it also provides capabilities to support the growth of the international business activities of UBS's corporate and institutional clients through local hubs in Frankfurt, New York, Hong Kong and Singapore. The business is divided into Personal Banking and Corporate & Institutional Clients (CIC).
3.2.3 Asset Management

Asset Management is a large-scale and diversified global asset manager. It offers investment capabilities and styles across all major traditional and alternative asset classes, as well as platform solutions and advisory support to institutions, wholesale intermediaries and Global Wealth Management clients around the world. Asset Management offers clients a wide range of investment products and services in different asset classes in the form of segregated, pooled or advisory mandates as well as registered investment funds in various jurisdictions. It covers the main asset management markets globally, with a presence in 23 countries grouped in four regions: the Americas; Europe, Middle East and Africa; Switzerland; and Asia Pacific.

3.2.4 Investment Bank

The Investment Bank provides a range of services to institutional, corporate and wealth management clients to help them raise capital, grow their businesses, invest and manage risks. It is focused on its traditional strengths in advisory, capital markets, equities and foreign exchange, complemented by a targeted rates and credit platform. The Investment Bank uses its research and technology capabilities to support its clients as they adapt to the evolving market structures and changes in the regulatory, technological, economic and competitive landscape. The Investment Bank delivers solutions to corporate, institutional and wealth management clients, using its intellectual capital and electronic platforms. It also provides services to Global Wealth Management, Personal & Corporate Banking and Asset Management. It has a global reach, with a presence in 33 countries and principal offices in all major financial hubs.

3.2.5 Corporate Center

Corporate Center provides services to the Group through the Corporate Center – Services and Group Treasury units. Corporate Center also includes the Non-core and Legacy Portfolio unit. Corporate Center – Services consists of the Group Chief Operating Officer area (Group Technology, Group Corporate Services, Group Human Resources, Group Operations and Group Sourcing), Group Finance (excluding Group Treasury), Group Legal, Group Risk Control, Communications & Branding, Group Compliance, Regulatory & Governance, and UBS in society. Group Treasury manages the structural risk of UBS's balance sheet, including interest rate risk, structural foreign exchange risk and collateral risk, as well as the risks associated with the Group's liquidity and funding portfolios. Group Treasury also seeks to optimize financial performance by matching assets and liabilities. Group Treasury serves all business divisions and the other Corporate Center units through three main risk management areas, and its risk management is fully integrated into the Group's risk governance framework. Non-core and Legacy Portfolio manages legacy positions from businesses exited by the Investment Bank. It is overseen by a committee chaired by the Group Chief Risk Officer.

Beginning with the first quarter 2019 report, UBS provides results for total Corporate Center only and does not separately report Corporate Center – Services, Group ALM and Non-core and Legacy Portfolio. Furthermore, UBS has operationally combined Group Treasury with Group ALM and calls this combined function Group Treasury. Refer to "Changes in Corporate Center segment reporting" under "Accounting, regulatory and legal developments" below for more information.

3.3 Competition

The financial services industry is characterised by intense competition, continuous innovation, restrictive, detailed, and sometimes fragmented regulation and ongoing consolidation. UBS faces competition at the level of local markets and individual business lines, and from global financial institutions that are comparable to UBS in their size and breadth. Barriers to entry in individual markets and pricing levels are being eroded by new technology. UBS expects these trends to continue and competition to increase.
3.4 Recent Developments

3.4.1. UBS AG consolidated key figures

Selected consolidated financial information

UBS AG derived the selected consolidated financial information included in the table below for the years ended 31 December 2018, 2017 and 2016 from the Annual Report 2018, which contains the audited consolidated financial statements of UBS AG, as well as additional unaudited consolidated financial information, for the year ended 31 December 2018 and comparative figures for the years ended 31 December 2017 and 2016. The selected consolidated financial information included in the table below for the quarters ended 31 March 2019 and 31 March 2018 was derived from the UBS AG First Quarter 2019 Report, which contains the UBS AG interim consolidated financial statements (unaudited), as well as additional unaudited consolidated financial information, for the quarter ended 31 March 2019 and comparative figures for the quarter ended 31 March 2018.

The consolidated financial statements were prepared in accordance with IFRS issued by the International Accounting Standards Board and are stated in US dollars. Effective from 1 October 2018, the functional currency of UBS Group AG and UBS AG’s Head Office in Switzerland changed from Swiss francs to US dollars and that of UBS AG’s London Branch from British pounds to US dollars, in compliance with the requirements of International Accounting Standard (IAS) 21, The Effects of Changes in Foreign Exchange Rates. The presentation currency of UBS AG’s consolidated financial statements has changed from Swiss francs to US dollars to align with the functional currency changes of significant Group entities. Prior periods have been restated for this presentation currency change. Assets, liabilities and total equity were translated to US dollars at closing exchange rates prevailing on the respective balance sheet dates, and income and expenses were translated at the respective average rates prevailing for the relevant periods.

Information for the years ended 31 December 2018, 2017 and 2016 which is indicated as being unaudited in the table below was included in the Annual Report 2018, but has not been audited on the basis that the respective disclosures are not required under IFRS, and therefore are not part of the audited financial statements. The Annual Report 2018 and the UBS AG First Quarter 2019 Report are incorporated by reference herein. Prospective investors should read the whole of this Prospectus and the documents incorporated by reference herein and should not rely solely on the summarized information set out below:

<table>
<thead>
<tr>
<th>USD million, except where indicated</th>
<th>As of or for the quarter ended</th>
<th>As of or for the year ended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.3.19 31.3.18</td>
<td>31.12.18 31.12.17 31.12.16</td>
</tr>
<tr>
<td></td>
<td>unaudited</td>
<td>Audited, except where indicated</td>
</tr>
<tr>
<td>Results</td>
<td>7,343 8,301</td>
<td>30,642 30,044 28,831</td>
</tr>
<tr>
<td>Operating income</td>
<td>5,890 6,404</td>
<td>25,184 24,969 24,643</td>
</tr>
<tr>
<td>Operating profit / (Loss) before tax</td>
<td>1,454 1,897</td>
<td>5,458 5,076 4,188</td>
</tr>
<tr>
<td>Profitability and growth</td>
<td>1,069 1,412</td>
<td>4,107 758 3,351</td>
</tr>
<tr>
<td>Return on equity (%)</td>
<td>8.1 10.7</td>
<td>7.9* 1.4* 6.0*</td>
</tr>
<tr>
<td>Return on tangible equity (%)</td>
<td>9.3 12.3</td>
<td>9.1* 1.6* 6.9*</td>
</tr>
<tr>
<td>Return on common equity tier 1</td>
<td>12.3 16.3</td>
<td>11.9 2.3* 10.2*</td>
</tr>
<tr>
<td>Return on risk-weighted assets, gross (%)</td>
<td>11.1 13.1</td>
<td>12.0* 12.8* 13.1*</td>
</tr>
<tr>
<td>Return on leverage ratio denominator, gross (%)</td>
<td>3.2 3.6</td>
<td>3.4* 3.4* 3.2*</td>
</tr>
<tr>
<td>Cost / income ratio (%)</td>
<td>80.0 76.9</td>
<td>81.9* 82.7* 85.4*</td>
</tr>
<tr>
<td>Net profit growth (%)</td>
<td>(24.3) 16.4</td>
<td>441.9* (77.4)* (48.5)*</td>
</tr>
</tbody>
</table>
**Resources**

<table>
<thead>
<tr>
<th></th>
<th>2023</th>
<th>2022</th>
<th>2021</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total assets</td>
<td>956,737</td>
<td>965,224</td>
<td>958,055</td>
<td>940,020</td>
<td>919,236</td>
</tr>
<tr>
<td>Equity attributable to shareholders</td>
<td>53,216</td>
<td>53,185</td>
<td>52,256</td>
<td>51,987</td>
<td>52,957</td>
</tr>
<tr>
<td>Common equity tier 1 capital ¹ ² ³</td>
<td>34,933</td>
<td>35,060</td>
<td>34,608</td>
<td>34,100*</td>
<td>31,879*</td>
</tr>
<tr>
<td>Risk-weighted assets</td>
<td>266,581</td>
<td>266,202</td>
<td>262,840*</td>
<td>242,725*</td>
<td>219,330*</td>
</tr>
<tr>
<td>Common equity tier 1 capital ratio (%) ⁸</td>
<td>13.1</td>
<td>13.2</td>
<td>13.2*</td>
<td>14.0*</td>
<td>14.5*</td>
</tr>
<tr>
<td>Going concern ratio (%) ⁸</td>
<td>17.0</td>
<td>15.9</td>
<td>16.1*</td>
<td>15.6*</td>
<td>16.3*</td>
</tr>
<tr>
<td>Total loss-absorbing capacity ratio (%) ⁸</td>
<td>32.2</td>
<td>30.7</td>
<td>31.3*</td>
<td>31.4*</td>
<td>29.6*</td>
</tr>
<tr>
<td>Leverage ratio denominator ⁹</td>
<td>911,410</td>
<td>926,914</td>
<td>904,458*</td>
<td>910,133*</td>
<td>855,718*</td>
</tr>
<tr>
<td>Common equity tier 1 leverage ratio (%) ⁸</td>
<td>3.83</td>
<td>3.78</td>
<td>3.83*</td>
<td>3.75*</td>
<td>3.73*</td>
</tr>
<tr>
<td>Going concern leverage ratio (%) ⁹</td>
<td>5.0</td>
<td>4.6</td>
<td>4.7*</td>
<td>4.2*</td>
<td>4.2*</td>
</tr>
<tr>
<td>Total loss-absorbing capacity leverage ratio (%) ⁹</td>
<td>9.4</td>
<td>8.8</td>
<td>9.1*</td>
<td>8.4*</td>
<td>7.6*</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invested assets (USD billion) ¹⁰</td>
<td>3,318</td>
<td>3,309</td>
<td>3,101</td>
<td>3,262</td>
<td>2,761</td>
</tr>
<tr>
<td>Personnel (full-time equivalents)</td>
<td>47,773</td>
<td>46,433</td>
<td>47,643*</td>
<td>46,009*</td>
<td>56,208*</td>
</tr>
</tbody>
</table>

* unaudited

¹ Calculated as net profit attributable to shareholders (annualized as applicable) / average equity attributable to shareholders. This measure provides information on the profitability of the business in relation to equity.

² Calculated as net profit attributable to shareholders (annualized as applicable) / average equity attributable to shareholders less average goodwill and intangible assets. The definition of the numerator for return on tangible equity has been revised to align with numerators for return on equity and return on CET1 capital; i.e., it is no longer adjusted for amortization and impairment of goodwill and intangible assets. Prior periods have been restated. This measure provides information on the profitability of the business in relation to tangible equity.

³ Calculated as net profit attributable to shareholders (annualized as applicable) / average common equity tier 1 capital. This measure provides information on the profitability of the business in relation to common equity tier 1 capital.

⁴ Calculated as operating income before credit loss expense or recovery (annualized as applicable) / average risk-weighted assets. This measure provides information on the revenues of the business in relation to risk-weighted assets.

⁵ Calculated as operating income before credit loss expense or recovery (annualized as applicable) / average leverage ratio denominator. This measure provides information on the revenues of the business in relation to leverage ratio denominator.

⁶ Calculated as operating expenses / operating income before credit loss expense or recovery. This measure provides information on the efficiency of the business by comparing operating expenses with gross income.

⁷ Calculated as change in net profit attributable to shareholders from continuing operations between current and comparison periods / net profit attributable to shareholders from continuing operations of comparison period. This measure provides information on profit growth in comparison with the prior-year period.

⁸ Based on the Swiss systemically relevant bank framework as of 1 January 2020.

⁹ The information as published in Swiss francs in the Annual Report 2017 for the period ended on 31 December 2017 (CHF 33,240 million) and in the UBS Group AG and UBS AG annual report 2016 for the period ended on 31 December 2016 (CHF 32,447 million) was audited.

¹⁰ Includes invested assets for Global Wealth Management, Asset Management and Personal & Corporate Banking.

### 3.4.2. Accounting, Regulatory and legal developments

**Revised gone concern capital requirements in Switzerland**

In April 2019, the Swiss Federal Department of Finance issued a revised Capital Adequacy Ordinance for consultation. Among other items, the proposal introduces gone concern capital requirements for Swiss-based legal entities of global systemically important banks. Under the proposal, UBS AG would be subject to a gone concern capital requirement on its third-party exposure on a standalone basis, as well as to an additional gone concern capital buffer requirement on its consolidated exposure. UBS Switzerland AG would continue to be required to maintain gone concern capital. These gone concern...
requirements would become effective on 1 January 2020 and the buffer would be phased in in full between 1 January 2021 and 1 January 2024.

The proposal also caps the maximum gone concern rebate relevant for UBS Group AG consolidated and UBS AG at 1.25% of total exposure, compared with a maximum rebate level of 2.0% under the current regime.

Finally, the eligibility of bail-in bonds with a remaining maturity between one and two years would increase, from 50% under the current regime to 100% effective 1 January 2020; however, their share in total gone concern capital would be capped at 20%.

Based on its initial assessment, UBS would expect that when fully phased in on 1 January 2024, it would be required to maintain a gone concern leverage ratio of around 100 basis points higher than otherwise needed to meet the Group requirements.

**The UK's withdrawal from the EU**

The previously announced combined UK business transfer and cross-border merger of UBS Limited into UBS Europe SE became legally effective on 1 March 2019. As a result, UBS is able to continue to serve its clients and access relevant markets in any potential Brexit scenario, including a scenario in which the UK leaves the EU without a binding withdrawal agreement.

The cross-border merger of UBS Limited into UBS Europe SE resulted in a combined balance sheet of EUR 57 billion. Following the merger, UBS Europe SE is subject to direct supervision by the European Central Bank and is considered a significant regulated subsidiary. Effective from the first quarter of 2019, UBS includes financial and regulatory information of UBS Europe SE in its quarterly and annual Group reporting.

The UK's Prudential Regulation Authority and FCA have opened registration for the TPR. This regime will allow firms and funds domiciled in the EEA that currently are passported into the UK to continue operating within the scope of their existing permissions for a limited period after the UK's withdrawal. UBS has provided TPR notifications for UBS subsidiaries in the EEA that currently passport into the UK, in order to ensure the continuity of UK regulatory permissions in the event of a no-deal scenario.

In addition, the ESMA has taken measures to mitigate potential disruptions in a no-deal scenario. It agreed to recognize the three UK-authorized central counterparties (“CCPs”): LCH Limited, ICE Clear Europe Ltd and LME Clear Limited. This will allow them to continue to provide clearing services in the EU for a limited period in a no-deal scenario and will avoid the need to migrate UBS Europe SE's current derivatives exposures from a UK CCP to an EU CCP ahead of the exit date. ESMA has also announced a recognition decision for the UK-authorized Central Securities Depository – Euroclear UK & Ireland Limited – for a limited period. This will make possible the continued use of the Euroclear UK & Ireland securities depository to settle Irish securities for as long as they are recognized by ESMA. These ESMA decisions will be effective from 31 October 2019 unless there is a change in circumstances.

**Tailoring of regulation for foreign banks in the US**

In April 2019, the US Federal banking agencies released two proposals that would tailor how certain capital and liquidity requirements and enhanced prudential standards (“EPS”) apply to foreign banking organizations (“FBO”) with significant US operations. Under the proposal, FBOs with USD 100 billion or more, over USD 250 billion and over USD 700 billion or more in combined US assets and their US intermediate holding companies (“IHC”) would be assigned to categories based on their size in total assets and scores for four other risk-based indicators: non-bank assets, a weighted measure of short-term wholesale funding, off-balance sheet exposure and cross-jurisdictional activity. The category determined based on calculations at the organizational level of an FBO’s IHC, would determine capital requirements and capital-related EPS applicable to the FBO’s IHC and, in some cases, a US depository institution subsidiary. The category, determined based
on calculations at the organizational level of an FBO's combined US operations ("CUSO"), would determine liquidity requirements, liquidity-related EPS and other EPS applicable to the FBO's CUSO, IHC or certain US depository institution subsidiaries. The Federal Reserve Board has estimated that UBS would be a category III firm. In this category, among other things, UBS Americas Holding LLC would continue to be subject to annual assessments of its capital plan through the Comprehensive Capital Analysis and Review process, the supplementary leverage ratio, the newly applicable liquidity coverage ratio requirements and the proposed net stable funding ratio requirements. UBS is evaluating the proposal's implications.

**IFRS 16, Leases**

UBS has adopted IFRS 16, *Leases* effective 1 January 2019, fundamentally changing how it accounts for operating leases when acting as a lessee. Upon adoption, assets and liabilities increased by USD 3.5 billion, with a corresponding increase in RWA and LRD.

In the income statement, the adoption of the new standard has resulted in increases in "Depreciation and impairment of property, equipment and software" and "Interest expense", which have been partly offset by a decrease in "General and administrative expenses". In the first quarter of 2019, this resulted in a net decrease in operating profit or loss of USD 12 million. For the full year 2019, IFRS 16 is expected to result in a total net decrease in operating profit or loss of approximately USD 60 million, with this effect reversing over the tenor of the leases. As permitted by IFRS 16, UBS elected not to restate prior-period information.

**Presentation of dividend income and expense from financial instruments measured at fair value through profit or loss**

Effective from 1 January 2019, UBS refined the presentation of dividend income and expense, reclassifying dividends from financial instruments measured at fair value through profit or loss from "Net interest income" to "Other net income from financial instruments measured at fair value through profit or loss" (prior to 1 January 2019: "Other net income from fair value changes on financial instruments"), in order to align the presentation of dividends with other associated fair value changes. There is no effect on "Total operating income or Net profit/(loss)". The change reduces the significant volatility in "Net interest income" that previously arose on a quarterly basis.

Prior periods have been restated for this presentation change. For the financial year 2018, this resulted in a decrease of USD 976 million in "Net interest income" and a corresponding increase in "Other net income from financial instruments measured at fair value through profit or loss".

**Changes in Corporate Center cost and resource allocation to business divisions**

In order to further align Group and divisional performance, UBS has adjusted its methodology for the allocation of Corporate Center funding costs and expenses to the business divisions. At the same time, UBS updated its funds transfer pricing framework to better reflect the sources and usage of funding. All of these changes were effective as of 1 January 2019. Prior periods have been restated.

Together, for the full year 2018, these changes reduced the business divisions' operating results and thereby increased their adjusted cost / income ratios by approximately 1–2 percentage points, while Corporate Center's 2018 operating loss before tax decreased by USD 0.7 billion.

In Corporate Center, UBS has retained funding costs for deferred tax assets, costs relating to its legal entity transformation program and other costs not attributable to, or representative of the performance of, the business divisions.

Alongside the updates to cost allocations and to its funds transfer pricing framework, UBS increased the allocation of balance sheet resources from Corporate Center to the business divisions. For 2018, the restatement resulted in USD 26 billion of additional RWA and
USD 93 billion of additional LRD allocated from Corporate Center to the business divisions.

The additional USD 3.5 billion RWA and LRD that resulted from the adoption of IFRS 16, *Leases*, have been fully allocated to the business divisions.

**Changes in equity attribution**

The aforementioned changes in resource allocation from Corporate Center to the business divisions are reflected in the equity attribution to the business divisions. Furthermore, UBS has updated its equity attribution framework, revising the capital ratio for RWA from 11% to 12.5% and incrementally allocating to business divisions USD 2 billion of attributed equity that is related to certain CET1 deduction items previously held centrally. In aggregate, UBS allocated USD 7 billion of additional attributed equity to the business divisions. The remaining attributed equity retained in Corporate Center primarily relates to deferred tax assets, dividend accruals and the Non-core and Legacy Portfolio. Prior periods have been restated.

For the full year 2018, the combined effect from the changes in equity attribution and the aforementioned changes in cost and resource allocation to the business divisions led to a 3–7 percentage point reduction in their respective return on attributed equity.

**Changes in Corporate Center segment reporting**

Beginning with the First Quarter 2019 Report and in compliance with IFRS 8, *Operating Segments*, UBS provides results for total Corporate Center only and does not separately report Corporate Center – Services, Group ALM and Non-core and Legacy Portfolio. Furthermore, UBS operationally combined Group Treasury with Group ALM and calls this combined function Group Treasury. Commentary on the performance of this function is included in the Corporate Center management discussion and analysis in UBS's quarterly and annual reporting, with total revenue information for this function presented under "Net treasury income" as a separate line item. Prior-period information has been restated. In addition, UBS provides in separate line items information on net operating income and operating expenses after allocations related to Non-core and Legacy Portfolio.

Refer to the "*Recent developments*" section of the UBS Group First Quarter 2019 Report, as well as to the "*Regulatory and legal developments*" in the "*Our strategy, business model and environment*" section of the Annual Report 2018 for further information on key accounting, regulatory and legal developments.

### 3.5 Trend Information

As indicated in the UBS Group First Quarter 2019 Report, the overall pace of growth has decreased as a result of a synchronized global slowdown. Economic growth and markets are expected to continue to recover and stabilize at different speeds across regions and asset classes. UBS is likely to benefit from this environment as a result of its regional and business diversification. Higher invested assets are expected to lead to an increase in recurring revenues in Global Wealth Management and Asset Management, compared with the first quarter of 2019. Further momentum would require a sustained improvement in market activity and client sentiment across UBS's businesses. UBS will continue to execute its strategy with discipline, focusing on balancing efficiency and investments for growth, to deliver on its capital return objectives and to create sustainable long-term value for UBS shareholders.

Refer to "*Our environment*" and "*Risk factors*" in the "*Our strategy, business model and environment*" section of the Annual Report 2018 for more information.

### 4. Administrative, Management and Supervisory Bodies of UBS AG

UBS AG complies with all relevant Swiss legal and regulatory corporate governance requirements. As a foreign private issuer with debt securities listed on the NYSE, UBS AG also complies with the relevant NYSE corporate governance standards applicable to foreign private issuers.
UBS AG operates under a strict dual board structure, as mandated by Swiss banking law. The BoD exercises the ultimate supervision over management, whereas the Executive Board ("EB"), headed by the President of the Executive Board ("President of the EB"), has executive management responsibility. The functions of Chairman of the BoD and President of the EB are assigned to two different people, ensuring a separation of power. This structure establishes checks and balances and preserves the institutional independence of the BoD from the day-to-day management of UBS AG, for which responsibility is delegated to the EB under the leadership of the President of the EB. No member of one board may simultaneously be a member of the other.

Supervision and control of the EB remain with the BoD. The authorities and responsibilities of the two bodies are governed by the Articles of Association and the Organization Regulations of UBS AG with their annexes.

4.1 **Board of Directors**

The BoD consists of at least five and no more than twelve members. All the members of the BoD are elected individually by the Annual General Meeting of Shareholders ("AGM") for a term of office of one year, which expires after the completion of the next AGM. Shareholders also elect the Chairman upon proposal of the BoD.

The BoD meets as often as business requires, and at least six times a year.

4.1.1 **Members of the Board of Directors**

<table>
<thead>
<tr>
<th>Member and business address</th>
<th>Title</th>
<th>Term of office</th>
<th>Current principal positions outside UBS AG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Axel A. Weber UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Chairman</td>
<td>2020</td>
<td>Chairman of the Board of Directors of UBS Group AG; board member of the Swiss Bankers Association; Trustees Board member of Avenir Suisse; Advisory Board member of the &quot;Beirat Zukunft Finanzplatz&quot;; board member of the Swiss Finance Council; Chairman of the board of the Institute of International Finance; member of the European Financial Services Round Table; member of the European Banking Group; member of the International Advisory Panel, Monetary Authority of Singapore; member of the Group of Thirty, Washington, D.C.; Chairman of the Board of Trustees of DIW Berlin; Advisory Board member of the Department of Economics, University of Zurich; member of the Trilateral Commission.</td>
</tr>
<tr>
<td>David Sidwell UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Independent Vice Chairman</td>
<td>2020</td>
<td>Senior Independent Director and Independent Vice Chairman of the Board of Directors of UBS Group AG; Senior Advisor at Oliver Wyman, New York; board member of Chubb Limited; board member of GAVI Alliance; Chairman of the Board of Village Care, New York.</td>
</tr>
<tr>
<td>Jeremy Anderson UBS AG, Bahnhofstrasse</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; trustee of the UK's Productivity Leadership Group; trustee of Kingham Hill Trust; trustee of St. Helen Bishopsgate.</td>
</tr>
<tr>
<td>Member and business address</td>
<td>Title</td>
<td>Term of office</td>
<td>Current principal positions outside UBS AG</td>
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<tr>
<td>45, CH-8001 Zurich</td>
<td></td>
<td></td>
<td>Member of the Board of Directors of UBS Group AG; senior research scholar at the Griswold Center for Economic Policy Studies at Princeton University; member of the Group of Thirty; member of the Council on Foreign Relations.</td>
</tr>
<tr>
<td>William C. Dudley</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; professor at the University of Basel; board member of Coca-Cola HBC AG (Senior Independent Non-Executive Director); Chairman of the board of Swiss International Air Lines AG; board member of Francioni AG; board member of MedTech Innovation Partners AG.</td>
</tr>
<tr>
<td>Reto Francioni</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; non-executive chairman of the board of Yum China Holdings; board member of ICBC; board member of Hong Kong Exchanges and Clearing Ltd.; founder and chairman of Primavera Capital Group; board member of China Asset Management; board member of Minsheng Financial Leasing Co.; trustee of the China Medical Board; Governor of the Chinese International School; co-chairman of the Nature Conservancy's Asia Pacific Council; director and member of the Executive Committee of China Venture Capital and Private Equity Association Ltd.; Global Advisory Board member of the Council on Foreign Relations.</td>
</tr>
<tr>
<td>Fred Hu</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; board member of The Hartford Financial Services Group, Inc. (chairman of the audit committee); board member of Yext (chairman of the audit committee); board member of Vereit, Inc. (chairman of the compensation committee).</td>
</tr>
<tr>
<td>Julie G. Richardson</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; partner and board member at Froriep Legal AG; professor at the University of Fribourg and at the Federal Institute of Technology, Lausanne; Vice Chairman of the Sanction Commission of SIX Swiss Exchange; member of the Fundraising Committee of the Swiss National Committee for UNICEF; Supervisory Board member of</td>
</tr>
<tr>
<td>Isabelle Romy</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; partner and board member at Froriep Legal AG; professor at the University of Fribourg and at the Federal Institute of Technology, Lausanne; Vice Chairman of the Sanction Commission of SIX Swiss Exchange; member of the Fundraising Committee of the Swiss National Committee for UNICEF; Supervisory Board member of</td>
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<tr>
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<tr>
<td>Robert W. Scully&lt;br&gt;UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; board member of Chubb Limited; board member of Zoetis Inc.; board member of KKR &amp; Co Inc.; board member of Teach For All.</td>
</tr>
<tr>
<td>Beatrice Weder di Mauro&lt;br&gt;UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; Research Professor and Distinguished Fellow at INSEAD in Singapore; Supervisory Board member of Robert Bosch GmbH; board member of Bombardier Inc.; member of the ETH Zurich Foundation Board of Trustees.</td>
</tr>
<tr>
<td>Dieter Wemmer&lt;br&gt;UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; board member of Ørsted A/S; member of the Berlin Center of Corporate Governance; senior advisor Texas Pacific Group.</td>
</tr>
<tr>
<td>Jeanette Wong&lt;br&gt;UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; board member of Essilor International and EssilorLuxottica; board member of Jurong Town Corporation; board member of PSA International; board member of FFMC Holdings Pte. Ltd.; board member of Fullerton Fund Management Company Ltd.; member of the NUS Business School Management Advisory Board; member of the Global Advisory Board, Asia, for the University of Chicago Booth School of Business; member of the Securities Industry Council.</td>
</tr>
</tbody>
</table>

4.1.2 Organisational principles and structure

Following each AGM, the BoD meets to appoint one or more Vice Chairmen, BoD committee members, and their respective Chairpersons. At the same meeting, the BoD appoints a Company Secretary, who acts as secretary to the BoD and its committees.

The BoD committees comprise the Audit Committee, the Compensation Committee and the Risk Committee. The BoD may set up other committees, including so-called ad hoc committees, if it deems such other committees appropriate or necessary.

4.1.3 Audit Committee

The Audit Committee (“AC”) consists of five BoD members, all of whom were determined by the BoD to be fully independent. As a group, members of the Audit Committee must have the necessary qualifications and skills to perform all of their duties.
and together must possess financial literacy and experience in banking and risk management.

The AC itself does not perform audits, but monitors the work of the external auditors who in turn are responsible for auditing UBS AG's consolidated and standalone annual financial statements and for reviewing the quarterly financial statements.

The function of the AC is to serve as an independent and objective body with oversight of: (i) UBS AG's accounting policies, financial reporting and disclosure controls and procedures, (ii) the quality, adequacy and scope of external audit, (iii) UBS AG's compliance with financial reporting requirements, (iv) the executives' approach to internal controls with respect to the production and integrity of the financial statements and disclosure of the financial performance, and (v) the performance of Internal Audit in conjunction with the Chairman of the BoD.

Together with the external auditors and Internal Audit, the AC in particular reviews the annual financial statements of UBS AG and, where applicable, the quarterly financial statements as well as the consolidated annual and quarterly financial statements and consolidated annual report of UBS AG, as proposed by management, in order to recommend their approval to the BoD or propose any adjustments the AC considers appropriate.

Periodically, and at least annually, the AC assesses the qualifications, expertise, effectiveness, independence and performance of the external auditors and their lead audit partner, in order to support the BoD in reaching a decision in relation to the appointment or dismissal of the external auditors and to the rotation of the lead audit partner. The BoD then submits these proposals to the shareholders for approval at the AGM.

The members of the AC are Jeremy Anderson (Chairperson), Isabelle Romy, Beatrice Weder di Mauro, Dieter Wemmer and Jeanette Wong.

4.2 Executive Board ("EB")

Under the leadership of the President of the EB, the EB has executive management responsibility for UBS AG and its business. All EB members (with the exception of the President of the EB) are proposed by the President of the EB. The appointments are made by the BoD.

4.2.1 Members of the Executive Board

<table>
<thead>
<tr>
<th>Member and business address</th>
<th>Function</th>
<th>Current principal positions outside UBS AG</th>
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</thead>
<tbody>
<tr>
<td>Sergio P. Ermotti</td>
<td>President of the Executive Board</td>
<td>Member of the Group Executive Board and Group Chief Executive Officer of UBS Group AG; board member of UBS Switzerland AG; Chairman of the UBS Optimus Foundation board; Chairman of the Fondazione Ermotti, Lugano; Chairman and President of the board of the Swiss-American Chamber of Commerce; board member of the Global Apprenticeship Network; member of the Institut International D'Études Bancaires, member of the Said Business School Global Leadership Council, University of Oxford.</td>
</tr>
<tr>
<td>UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
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<thead>
<tr>
<th>Member and business address</th>
<th>Function</th>
<th>Current principal positions outside UBS AG</th>
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<tbody>
<tr>
<td>Martin Blessing</td>
<td>Co-President Global Wealth Management</td>
<td>Member of the Group Executive Board and co-President Global Wealth Management of UBS Group AG; member of the Executive Board of Baden-Baden Entrepreneur Talks.</td>
</tr>
<tr>
<td>UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td></td>
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</tr>
<tr>
<td>Christian Bluhm</td>
<td>Chief Risk Officer</td>
<td>Member of the Group Executive Board and Group Chief Risk Officer of UBS Group AG; board member of UBS Switzerland AG; chairman of the Foundation Board – International Financial Risk Institute.</td>
</tr>
<tr>
<td>UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
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<tr>
<td>Markus U. Diethelm</td>
<td>General Counsel</td>
<td>Member of the Group Executive Board and Group General Counsel of UBS Group AG; chairman of the Swiss-American Chamber of Commerce's legal committee; Chairman of the Swiss Advisory Council of the American Swiss Foundation; member of the Foundation Council of the UBS International Center of Economics in Society; member of the Professional Ethics Commission of the Association of Swiss Corporate Lawyers; member of the Supervisory Board of the Fonds de Dotation LUMA / Arles.</td>
</tr>
<tr>
<td>UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
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<tr>
<td>Kirt Gardner</td>
<td>Chief Financial Officer</td>
<td>Member of the Group Executive Board and Group Chief Financial Officer of UBS Group AG; board member of UBS Business Solutions AG.</td>
</tr>
<tr>
<td>UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td></td>
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<tr>
<td>Robert Karofsky</td>
<td>Co-President Investment Bank</td>
<td>Member of the Group Executive Board and co-President Investment Bank of UBS Group AG; president and board member of UBS Securities LLC; trustee of the UBS Americas Inc. Political Action Committee.</td>
</tr>
<tr>
<td>UBS AG, 1285 Avenue of The Americas, New York, NY 10019, USA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sabine Keller-Busse</td>
<td>Chief Operating Officer</td>
<td>Member of the Group Executive Board and Group Chief Operating Officer of UBS Group AG; board member of UBS Business Solutions AG; vice-chairman of the Board of Directors of SIX Group (Chairman of the nomination &amp; compensation committee); Foundation Board member of the UBS Pension Fund; Foundation Board member of the University Hospital Zurich.</td>
</tr>
<tr>
<td>UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td></td>
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<tr>
<td>Edmund Koh</td>
<td>President UBS Asia Pacific</td>
<td>Member of the Group Executive Board of UBS Group AG and President UBS Asia Pacific; member of the Wealth Management Institute at</td>
</tr>
<tr>
<td>Member and business address</td>
<td>Function</td>
<td>Current principal positions outside UBS AG</td>
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</tr>
<tr>
<td>UBS AG, One Raffles Quay North Tower, Singapore 048583</td>
<td></td>
<td>Nanyang Technological University Singapore; member of the Ministry of Finance's Committee on the Future Economy Sub-Committees; member of the Board of Next50 Limited; trustee of the Cultural Matching Fund; member of the Board of Medico Suites (S) Pte Ltd; member of the Board of Medico Republic (S) Pte Ltd.</td>
</tr>
<tr>
<td>Ulrich Körner, UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>President Asset Management and President UBS Europe, Middle East and Africa</td>
<td>Member of the Group Executive Board, President Asset Management and President UBS Europe, Middle East and Africa at UBS Group AG; member of the Supervisory Board of UBS Europe SE; Chairman of the Foundation Board of the UBS Pension Fund; member of the UBS Optimus Foundation Board; Vice President of the board of Lyceum Alpinum Zuoz; member of the Financial Service Chapter Board of the Swiss-American Chamber of Commerce; Advisory Board member of the Department of Banking and Finance at the University of Zurich; member of the business advisory council of the Laureus Foundation Switzerland.</td>
</tr>
<tr>
<td>Tom Naratil, UBS AG, 1285 Avenue of the Americas, New York, NY10019, USA</td>
<td>Co-President Global Wealth Management and President UBS Americas</td>
<td>Member of the Group Executive Board and co-President Global Wealth Management and President UBS Americas of UBS Group AG; CEO and board member of UBS Americas Holding LLC; board member of the American Swiss Foundation; member of the Board of Consultants for the College of Nursing at Villanova University.</td>
</tr>
<tr>
<td>Piero Novelli, UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Co-President Investment Bank</td>
<td>Member of the Group Executive Board and co-President Investment Bank at UBS Group AG.</td>
</tr>
<tr>
<td>Markus Ronner, UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Chief Compliance and Governance Officer</td>
<td>Member of the Group Executive Board and Group Chief Compliance and Governance Officer at UBS Group AG.</td>
</tr>
</tbody>
</table>

4.3 Potential Conflicts of Interest

Members of the BoD and the EB may act as directors or executive officers of other companies (for current principal positions outside UBS AG, if any, of BoD and EB members, please see sections 4.1.1 and 4.2.1 above, respectively) and may have economic or other private interests that differ from those of UBS AG. Conflicts of interest may potentially arise from these positions or interests.
For example, it cannot be excluded that a member of the BoD or EB has or will have a function within a company, the shares of which are or will be traded by UBS AG or which has or will have a business relationship with UBS AG. UBS AG is confident that its internal corporate governance practices and its compliance with relevant legal and regulatory provisions reasonably ensure that any conflicts of interest of the type described above are appropriately managed, including through disclosure when appropriate.

5. **Auditors**

Based on article 31 of the Articles of Association, UBS AG shareholders elect the auditors for a term of office of one year. At the AGMs of 2 March 2017, 26 April 2018 and 18 April 2019, Ernst & Young Ltd, Aeschengraben 9, CH-4002 Basel (“Ernst & Young”) was elected as auditor for the consolidated and standalone financial statements of UBS AG for a one-year term.

Ernst & Young are a member of EXPERTsuisse, the Swiss Expert Association for Audit, Tax and Fiduciary.

6. **Major Shareholders of UBS AG**

UBS Group AG owns 100% of the outstanding shares of UBS AG.

7. **Financial Information concerning UBS AG's Assets and Liabilities, Financial Position and Profits and Losses**

7.1 **Historical Annual Financial Information**

Detailed information about UBS AG consolidated and UBS AG assets and liabilities, financial position and profits and losses for financial year 2018 is available in the section “UBS AG consolidated financial statements” of the Annual Report 2018 and in the UBS AG's Standalone Financial Statements 2018 respectively; and for financial year 2017 it is available in the “Consolidated financial statements” section of the UBS Group AG and UBS AG Annual Report 2017 and in the UBS AG's Standalone Financial Statements 2017. The consolidated and standalone financial accounts are closed on 31 December of each year.

The annual financial reports form an essential part of UBS AG's reporting. They include the audited consolidated financial statements of UBS AG, prepared in accordance with International Financial Reporting Standards, as issued by the International Accounting Standards Board. The annual reports also include discussions and analysis of the consolidated financial and business results of UBS, its business divisions and the Corporate Center. In addition, UBS AG prepares and publishes standalone financial statements in accordance with Swiss GAAP, as well as certain additional disclosures required under US Securities and Exchange Commission regulations.

7.2 **Auditing of Historical Annual Financial Information**

The consolidated financial statements and the standalone financial statements of UBS AG for financial years 2018 and 2017 were audited by Ernst & Young. The reports of the auditors on the consolidated financial statements can be found on page 506 (inclusive) of the Annual Report 2018 and on page 460 (inclusive) of the Annual Report 2017. The reports of the auditors on the standalone financial statements of UBS AG can be found on pages 29-33 (inclusive) of the Standalone Financial Statements 2018 and on pages 23-26 (inclusive) of the Standalone Financial Statements 2017.

There are no qualifications in the auditors' reports on the consolidated financial statements of UBS AG and the standalone financial statements of UBS AG for the years ended on 31 December 2018 and 31 December 2017, which are incorporated by reference into this Base Prospectus.

7.3 **Interim Financial Information**

Reference is also made to the UBS Group First Quarter 2019 Report, and the UBS AG First Quarter 2019 Report, which contain information on the financial condition and results of operations, including the interim financial statements, of UBS Group AG consolidated and UBS AG...
consolidated, respectively, as of and for the period ended 31 March 2019. The interim consolidated financial statements are not audited.

7.4 Incorporation by Reference


7.5 Litigation, Regulatory and Similar Matters

UBS operates in a legal and regulatory environment that exposes it to significant litigation and similar risks arising from disputes and regulatory proceedings. As a result, UBS (which for purposes of this section may refer to UBS AG and/or one or more of its subsidiaries, as applicable) is involved in various disputes and legal proceedings, including litigation, arbitration, and regulatory and criminal investigations.

Such matters are subject to many uncertainties, and the outcome and the timing of resolution are often difficult to predict, particularly in the earlier stages of a case. There are also situations where UBS may enter into a settlement agreement. This may occur in order to avoid the expense, management distraction or reputational implications of continuing to contest liability, even for those matters for which UBS believes it should be exonerated. The uncertainties inherent in all such matters affect the amount and timing of any potential outflows for both matters with respect to which provisions have been established and other contingent liabilities. UBS makes provisions for such matters brought against it when, in the opinion of management after seeking legal advice, it is more likely than not that UBS has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required, and the amount can be reliably estimated. Where these factors are otherwise satisfied, a provision may be established for claims that have not yet been asserted against UBS, but are nevertheless expected to be, based on UBS's experience with similar asserted claims. If any of those conditions is not met, such matters result in contingent liabilities. If the amount of an obligation cannot be reliably estimated, a liability exists that is not recognized even if an outflow of resources is probable. Accordingly, no provision is established even if the potential outflow of resources with respect to such matters could be significant. Developments relating to a matter that occur after the relevant reporting period, but prior to the issuance of financial statements, which affect management's assessment of the provision for such matter (because, for example, the developments provide evidence of conditions that existed at the end of the reporting period), are adjusting events after the reporting period under IAS 10 and must be recognized in the financial statements for the reporting period.

Specific litigation, regulatory and other matters are described below, including all such matters that management considers to be material and others that management believes to be of significance due to potential financial, reputational and other effects. The amount of damages claimed, the size of a transaction or other information is provided where available and appropriate in order to assist users in considering the magnitude of potential exposures.

In the case of certain matters below, UBS states that it has established a provision, and for the other matters, it makes no such statement. When UBS makes this statement and it expects disclosure of the amount of a provision to prejudice seriously its position with other parties in the matter because it would reveal what UBS believes to be the probable and reliably estimable outflow, UBS does not disclose that amount. In some cases UBS is subject to confidentiality obligations that preclude such disclosure. With respect to the matters for which UBS does not state whether it has established a provision, either (a) it has not established a provision, in which case the matter is treated as a contingent liability under the applicable accounting standard; or (b) it has established a provision but expects disclosure of that fact to prejudice seriously its position with other parties in the matter because it would reveal the fact that UBS believes an outflow of resources to be probable and reliably estimable.

With respect to certain litigation, regulatory and similar matters for which UBS has established provisions, UBS is able to estimate the expected timing of outflows. However, the aggregate
amount of the expected outflows for those matters for which it is able to estimate expected timing is immaterial relative to its current and expected levels of liquidity over the relevant time periods.

The aggregate amount provisioned for litigation, regulatory and similar matters as a class is disclosed in "Note 15a Provisions" of the UBS AG’s interim consolidated financial statements included in the UBS AG First Quarter 2019 Report. It is not practicable to provide an aggregate estimate of liability for UBS's litigation, regulatory and similar matters as a class of contingent liabilities. Doing so would require UBS to provide speculative legal assessments as to claims and proceedings that involve unique fact patterns or novel legal theories, that have not yet been initiated or are at early stages of adjudication, or as to which alleged damages have not been quantified by the claimants. Although it therefore cannot provide a numerical estimate of the future losses that could arise from litigation, regulatory and similar matters, UBS believes that the aggregate amount of possible future losses from this class that are more than remote substantially exceeds the level of current provisions. Litigation, regulatory and similar matters may also result in non-monetary penalties and consequences. For example, the non-prosecution agreement described in item 5 of this section, which UBS entered into with the US Department of Justice ("DOJ"), Criminal Division, Fraud Section in connection with UBS's submissions of benchmark interest rates, including, among others, the British Bankers’ Association LIBOR, was terminated by the DOJ based on its determination that UBS had committed a US crime in relation to foreign exchange matters. As a consequence, UBS AG pleaded guilty to one count of wire fraud for conduct in the LIBOR matter, paid a fine and is subject to probation through January 2020. A guilty plea to, or conviction of, a crime could have material consequences for UBS. Resolution of regulatory proceedings may require UBS to obtain waivers of regulatory disqualifications to maintain certain operations, may entitle regulatory authorities to limit, suspend or terminate licenses and regulatory authorizations and may permit financial market utilities to limit, suspend or terminate UBS's participation in such utilities. Failure to obtain such waivers, or any limitation, suspension or termination of licenses, authorizations or participations, could have material consequences for UBS.

The risk of loss associated with litigation, regulatory and similar matters is a component of operational risk for purposes of determining UBS's capital requirements. Information concerning UBS's capital requirements and the calculation of operational risk for this purpose is included in the "Capital management" section of the UBS Group First Quarter 2019 Report.

Provisions for litigation, regulatory and similar matters by business division and in Corporate Center

<table>
<thead>
<tr>
<th>USD million</th>
<th>Global Wealth Management</th>
<th>Personal &amp; Corporate Banking</th>
<th>Asset Management</th>
<th>Investment Bank</th>
<th>Corporate Center</th>
<th>UBS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance as of 31 December 2018</td>
<td>1,003</td>
<td>117</td>
<td>0</td>
<td>269</td>
<td>1,438</td>
<td>2,827</td>
</tr>
<tr>
<td>Increase in provisions recognized in the income statement</td>
<td>14</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>16</td>
</tr>
<tr>
<td>Release of provisions recognized in the income statement</td>
<td>(13)</td>
<td>0</td>
<td>0</td>
<td>(2)</td>
<td>(2)</td>
<td>(17)</td>
</tr>
<tr>
<td>Provisions used in conformity with designated purpose</td>
<td>(49)</td>
<td>(1)</td>
<td>0</td>
<td>(66)</td>
<td>(18)</td>
<td>(134)</td>
</tr>
<tr>
<td>Foreign currency translation \ unwind of discount</td>
<td>(12)</td>
<td>(2)</td>
<td>0</td>
<td>(2)</td>
<td>1</td>
<td>(15)</td>
</tr>
<tr>
<td>Balance as of 31 March 2019</td>
<td>943</td>
<td>114</td>
<td>0</td>
<td>201</td>
<td>1,419</td>
<td>2,677</td>
</tr>
</tbody>
</table>

1. Inquiries regarding cross-border wealth management businesses

Tax and regulatory authorities in a number of countries have made inquiries, served requests for information or examined employees located in their respective jurisdictions relating to the cross-border wealth management services provided by UBS and other financial institutions. It is possible
that the implementation of automatic tax information exchange and other measures relating to cross-border provision of financial services could give rise to further inquiries in the future. UBS has received disclosure orders from the Swiss Federal Tax Administration (“FTA”) to transfer information based on requests for international administrative assistance in tax matters. The requests concern a number of UBS account numbers pertaining to current and former clients and are based on data from 2006 and 2008. UBS has taken steps to inform affected clients about the administrative assistance proceedings and their procedural rights, including the right to appeal. The requests are based on data received from the German authorities, who seized certain data related to UBS clients booked in Switzerland during their investigations and have apparently shared this data with other European countries. UBS expects additional countries to file similar requests.

The Swiss Federal Administrative Court ruled in 2016 that, in the administrative assistance proceedings related to a French bulk request, UBS has the right to appeal all final FTA client data disclosure orders. On 30 July 2018, the Swiss Federal Administrative Court granted UBS’s appeal by holding the French administrative assistance request inadmissible. The FTA filed a final appeal with the Swiss Federal Supreme Court.

Since 2013, UBS (France) S.A., UBS AG and certain former employees have been under investigation in France for alleged complicity in having illicitly solicited clients on French territory, regarding the laundering of proceeds of tax fraud, and banking and financial solicitation by unauthorized persons. In connection with this investigation, the investigating judges ordered UBS AG to provide bail (“caution”) of EUR 1.1 billion and UBS (France) S.A. to post bail of EUR 40 million, which was reduced on appeal to EUR 10 million.

A trial in the court of first instance took place from 8 October 2018 until 15 November 2018. On 20 February 2019, the court announced a verdict finding UBS AG guilty of illicitly soliciting clients on French territory and aggravated laundering of the proceeds of tax fraud, and UBS France S.A. guilty of aiding and abetting unlawful solicitation and laundering the proceeds of tax fraud. The court imposed fines aggregating EUR 3.7 billion on UBS AG and UBS France S.A. and awarded EUR 800 million of civil damages to the French state. UBS has appealed the decision. Under French law, the judgment is suspended while the appeal is pending. The Court of Appeal will retry the case de novo as to both the law and the facts, and the fines and penalties can be greater than or less than those imposed by the court of first instance. A subsequent appeal to the Cour de Cassation, France's highest court, is possible with respect to questions of law.

UBS believes that based on both the law and the facts the judgment of the court of first instance should be reversed. UBS believes it followed its obligations under Swiss and French law as well as the European Savings Tax Directive. Even assuming liability, which it contests, UBS believes the penalties and damage amounts awarded greatly exceed the amounts that could be supported by the law and the facts. In particular, UBS believes the court incorrectly based the penalty on the total regularized assets rather than on any unpaid taxes on those assets for which a fraud has been characterized, and further incorrectly awarded damages based on costs that were not proven by the civil party. Notwithstanding that UBS believes it should be acquitted, its balance sheet at 31 March 2019 reflected provisions with respect to this matter in an amount of USD 516 million. The wide range of possible outcomes in this case contributes to a high degree of estimation uncertainty. The provision reflected on UBS’s balance sheet at 31 March 2019 reflects its best estimate of possible financial implications, although it is reasonably possible that actual penalties and civil damages could exceed the provision amount.

In 2016, UBS was notified by the Belgian investigating judge that it is under formal investigation (“inculpé”) regarding the laundering of proceeds of tax fraud, of banking and financial solicitation by unauthorized persons, and of serious tax fraud. In 2018, tax authorities and a prosecutor's office in Italy asserted that UBS is potentially liable for taxes and penalties as a result of its activities in Italy from 2012 to 2017.

UBS has, and reportedly numerous other financial institutions have, received inquiries from authorities concerning accounts relating to the Fédération Internationale de Football Association (FIFA) and other constituent soccer associations and related persons and entities. UBS is cooperating with authorities in these inquiries.
UBS's balance sheet at 31 March 2019 reflected provisions with respect to matters described in this item 1 in an amount that UBS believes to be appropriate under the applicable accounting standard. As in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of such matters cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provision that UBS has recognized.

2. **Claims related to sales of residential mortgage-backed securities and mortgages**

From 2002 through 2007, prior to the crisis in the US residential loan market, UBS was a substantial issuer and underwriter of US residential mortgage-backed securities ("RMBS") and was a purchaser and seller of US residential mortgages. A subsidiary of UBS, UBS Real Estate Securities Inc. ("UBS RESI"), acquired pools of residential mortgage loans from originators and (through an affiliate) deposited them into securitization trusts. In this manner, from 2004 through 2007, UBS RESI sponsored approximately USD 80 billion in RMBS, based on the original principal balances of the securities issued.

UBS RESI also sold pools of loans acquired from originators to third-party purchasers. These whole loan sales during the period 2004 through 2007 totalled approximately USD 19 billion in original principal balance.

UBS was not a significant originator of US residential loans. A branch of UBS originated approximately USD 1.5 billion in US residential mortgage loans during the period in which it was active from 2006 to 2008 and securitized less than half of these loans.

**Lawsuits related to contractual representations and warranties concerning mortgages and RMBS:**

When UBS acted as an RMBS sponsor or mortgage seller, it generally made certain representations relating to the characteristics of the underlying loans. In the event of a material breach of these representations, UBS was in certain circumstances contractually obligated to repurchase the loans to which the representations related or to indemnify certain parties against losses. In 2012, certain RMBS trusts filed an action in the US District Court for the Southern District of New York seeking to enforce UBS RESI's obligation to repurchase loans in the collateral pools for three RMBS securitizations issued and underwritten by UBS with an original principal balance of approximately USD 2 billion. In July 2018, UBS and the trustee entered into an agreement under which UBS will pay USD 850 million to resolve this matter. A significant portion of this amount will be borne by other parties that indemnified UBS. The settlement remains subject to court approval and proceedings to determine how the settlement funds will be distributed to RMBS holders. After giving effect to this settlement, UBS considers claims relating to substantially all loan repurchase demands to be resolved and believes that new demands to repurchase US residential mortgage loans are time-barred under a decision rendered by the New York Court of Appeals.

**Mortgage-related regulatory matters:** Since 2014, the US Attorney's Office for the Eastern District of New York has sought information from UBS pursuant to the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), related to UBS's RMBS business from 2005 through 2007. On 8 November 2018, the DOJ filed a civil complaint in the District Court for the Eastern District of New York. The complaint seeks unspecified civil monetary penalties under FIRREA related to UBS's issuance, underwriting and sale of 40 RMBS transactions in 2006 and 2007. UBS moved to dismiss the civil complaint on 6 February 2019.

UBS's balance sheet at 31 March 2019 reflected a provision with respect to matters described in this item 2 in an amount that UBS believes to be appropriate under the applicable accounting standard. As in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of this matter cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provision that UBS has recognized.

3. **Madoff**

In relation to the Bernard L. Madoff Investment Securities LLC ("BMIS") investment fraud, UBS AG, UBS (Luxembourg) S.A. (now UBS Europe SE, Luxembourg branch) and certain other UBS subsidiaries have been subject to inquiries by a number of regulators, including FINMA and the
Luxembourg Commission de Surveillance du Secteur Financier. Those inquiries concerned two third-party funds established under Luxembourg law, substantially all assets of which were with BMIS, as well as certain funds established in offshore jurisdictions with either direct or indirect exposure to BMIS. These funds faced severe losses, and the Luxembourg funds are in liquidation. The documentation establishing both funds identifies UBS entities in various roles, including custodian, administrator, manager, distributor and promoter, and indicates that UBS employees serve as board members.

In 2009 and 2010, the liquidators of the two Luxembourg funds filed claims against UBS entities, non-UBS entities and certain individuals, including current and former UBS employees, seeking amounts totalling approximately EUR 2.1 billion, which includes amounts that the funds may be held liable to pay the trustee for the liquidation of BMIS ("BMIS Trustee").

A large number of alleged beneficiaries have filed claims against UBS entities (and non-UBS entities) for purported losses relating to the Madoff fraud. The majority of these cases have been filed in Luxembourg, where decisions that the claims in eight test cases were inadmissible have been affirmed by the Luxembourg Court of Appeal, and the Luxembourg Supreme Court has dismissed a further appeal in one of the test cases.

In the US, the BMIS Trustee filed claims against UBS entities, among others, in relation to the two Luxembourg funds and one of the offshore funds. The total amount claimed against all defendants in these actions was not less than USD 2 billion. In 2014, the US Supreme Court rejected the BMIS Trustee's motion for leave to appeal decisions dismissing all claims except those for the recovery of approximately USD 125 million of payments alleged to be fraudulent conveyances and preference payments. In 2016, the bankruptcy court dismissed these claims against the UBS entities. The BMIS Trustee appealed. In February 2019, the Court of Appeals reversed the dismissal of the BMIS Trustee's remaining claims and remanded the case to the bankruptcy court for further proceedings. The defendants, including UBS, filed a petition for rehearing in March 2019.

4. **Puerto Rico**

Declines since 2013 in the market prices of Puerto Rico municipal bonds and of closed-end funds ("funds") that are sole-managed and co-managed by UBS Trust Company of Puerto Rico and distributed by UBS Financial Services Incorporated of Puerto Rico ("UBS PR") have led to multiple regulatory inquiries, as well as customer complaints and arbitrations with aggregate claimed damages of USD 2.9 billion, of which claims with aggregate claimed damages of USD 1.9 billion have been resolved through settlements, arbitration or withdrawal of the claim. The claims have been filed by clients in Puerto Rico who own the funds or Puerto Rico municipal bonds and / or who used their UBS account assets as collateral for UBS non-purpose loans; customer complaint and arbitration allegations include fraud, misrepresentation and unsuitability of the funds and of the loans.

A shareholder derivative action was filed in 2014 against various UBS entities and current and certain former directors of the funds, alleging hundreds of millions of US dollars in losses in the funds. In 2015, defendants' motion to dismiss was denied and a request for permission to appeal that ruling was denied by the Puerto Rico Supreme Court. In 2014, a federal class action complaint also was filed against various UBS entities, certain members of UBS PR senior management and the co-manager of certain of the funds, seeking damages for investor losses in the funds during the period from May 2008 through May 2014. Following denial of the plaintiffs' motion for class certification, the case was dismissed in October 2018.

In 2014 and 2015, UBS entered into settlements with the Office of the Commissioner of Financial Institutions for the Commonwealth of Puerto Rico, the SEC and the Financial Industry Regulatory Authority in relation to their examinations of UBS's operations.

In 2011, a purported derivative action was filed on behalf of the Employee Retirement System of the Commonwealth of Puerto Rico ("System") against over 40 defendants, including UBS PR, which was named in connection with its underwriting and consulting services. Plaintiffs alleged that defendants violated their purported fiduciary duties and contractual obligations in connection with the issuance and underwriting of USD 3 billion of bonds by the System in 2008 and sought
damages of over USD 800 million. In 2016, the court granted the System's request to join the action as a plaintiff, but ordered that plaintiffs must file an amended complaint. In 2017, the court denied defendants' motion to dismiss the amended complaint.

Beginning in 2015, and continuing through 2017, certain agencies and public corporations of the Commonwealth of Puerto Rico ("Commonwealth") defaulted on certain interest payments on Puerto Rico bonds. In 2016, US federal legislation created an oversight board with power to oversee Puerto Rico's finances and to restructure its debt. The oversight board has imposed a stay on the exercise of certain creditors' rights. In 2017, the oversight board placed certain of the bonds into a bankruptcy-like proceeding under the supervision of a Federal District Judge. These events, further defaults or any further legislative action to create a legal means of restructuring Commonwealth obligations or to impose additional oversight on the Commonwealth's finances, or any restructuring of the Commonwealth's obligations, may increase the number of claims against UBS concerning Puerto Rico securities, as well as potential damages sought.

UBS's balance sheet at 31 March 2019 reflected provisions with respect to matters described in this item 4 in amounts that UBS believes to be appropriate under the applicable accounting standard. As in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of such matters cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provisions that UBS has recognized.

5. Foreign exchange, LIBOR and benchmark rates, and other trading practices

Foreign exchange-related regulatory matters: Beginning in 2013, numerous authorities commenced investigations concerning possible manipulation of foreign exchange markets and precious metals prices. In 2014 and 2015, UBS reached settlements with the UK FCA and the US CFTC in connection with their foreign exchange investigations, FINMA issued an order concluding its formal proceedings relating to UBS's foreign exchange and precious metals businesses, and the Board of Governors of the Federal Reserve System ("Federal Reserve Board") and the Connecticut Department of Banking issued a Cease and Desist Order and assessed monetary penalties against UBS AG. In 2015, the DOJ's Criminal Division terminated the 2012 non-prosecution agreement with UBS AG related to UBS's submissions of benchmark interest rates, and UBS AG pleaded guilty to one count of wire fraud, paid a fine and is subject to probation through January 2020. UBS has ongoing obligations to cooperate with these authorities and to undertake certain remediation measures. UBS has also been granted conditional immunity by the Antitrust Division of the DOJ and by authorities in other jurisdictions in connection with potential competition law violations relating to foreign exchange and precious metals businesses. Investigations relating to foreign exchange matters by certain authorities remain ongoing notwithstanding these resolutions.

Foreign exchange-related civil litigation: Putative class actions have been filed since 2013 in US federal courts and in other jurisdictions against UBS and other banks on behalf of putative classes of persons who engaged in foreign currency transactions with any of the defendant banks. UBS has resolved US federal court class actions relating to foreign currency transactions with the defendant banks and persons who transacted in foreign exchange futures contracts and options on such futures under a settlement agreement that provides for UBS to pay an aggregate of USD 141 million and provide cooperation to the settlement classes. Certain class members have excluded themselves from that settlement and have filed individual actions in US and English courts against UBS and other banks, alleging violations of US and European competition laws and unjust enrichment.

In 2015, a putative class action was filed in federal court against UBS and numerous other banks on behalf of persons and businesses in the US who directly purchased foreign currency from the defendants and alleged co-conspirators for their own end use. In March 2017, the court granted UBS's (and the other banks') motions to dismiss the complaint. The plaintiffs filed an amended complaint in August 2017. In March 2018, the court denied the defendants' motions to dismiss the amended complaint.

In 2017, two putative class actions were filed in federal court in New York against UBS and numerous other banks on behalf of persons and entities who had indirectly purchased foreign
exchange instruments from a defendant or co-conspirator in the US, and a consolidated complaint was filed in June 2017. In March 2018, the court dismissed the consolidated complaint. In October 2018, the court granted plaintiffs’ motion seeking leave to file an amended complaint.

**LIBOR and other benchmark-related regulatory matters:** Numerous government agencies, including the SEC, the CFTC, the DOJ, the FCA, the UK Serious Fraud Office, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, FINMA, various state attorneys general in the US and competition authorities in various jurisdictions have conducted or are continuing to conduct investigations regarding potential improper attempts by UBS, among others, to manipulate LIBOR and other benchmark rates at certain times. In 2012, UBS reached settlements relating to benchmark interest rates with the UK Financial Services Authority, the CFTC and the Criminal Division of the DOJ, and FINMA issued an order in its proceedings with respect to UBS relating to benchmark interest rates. In addition, UBS entered into settlements with the European Commission and with the Swiss Competition Commission (“WEKO”) regarding its investigation of bid-ask spreads in connection with Swiss franc interest rate derivatives. UBS has ongoing obligations to cooperate with the authorities with whom UBS has reached resolutions and to undertake certain remediation measures with respect to benchmark interest rate submissions. In December 2018, UBS entered into a settlement agreement with the New York and other state attorneys general under which it will pay USD 68 million to resolve claims by the attorneys general related to LIBOR. UBS has been granted conditional leniency or conditional immunity from authorities in certain jurisdictions, including the Antitrust Division of the DOJ and WEKO, in connection with potential antitrust or competition law violations related to certain rates. However, UBS has not reached a final settlement with WEKO, as the Secretariat of WEKO has asserted that UBS does not qualify for full immunity.

**LIBOR and other benchmark-related civil litigation:** A number of putative class actions and other actions are pending in the federal courts in New York against UBS and numerous other banks on behalf of parties who transacted in certain interest rate benchmark-based derivatives. Also pending in the US and in other jurisdictions are a number of other actions asserting losses related to various products whose interest rates were linked to LIBOR and other benchmarks, including adjustable rate mortgages, preferred and debt securities, bonds pledged as collateral, loans, depository accounts, investments and other interest-bearing instruments. The complaints allege manipulation, through various means, of certain benchmark interest rates, including USD LIBOR, Euroyen TIBOR, Yen LIBOR, EURIBOR, CHF LIBOR, GBP LIBOR, USD and SGD SIBOR and SOR, and Australian BBSW, and seek unspecified compensatory and other damages under varying legal theories.

**USD LIBOR class and individual actions in the US:** In 2013 and 2015, the district court in the USD LIBOR actions dismissed, in whole or in part, certain plaintiffs’ antitrust claims, federal racketeering claims, CEA claims, and state common law claims. Although the Second Circuit vacated the district court’s judgment dismissing antitrust claims, the district court again dismissed antitrust claims against UBS in 2016. Certain plaintiffs have appealed that decision to the Second Circuit. Separately, in 2018, the Second Circuit reversed in part the district court’s 2015 decision dismissing certain individual plaintiffs’ claims. UBS entered into an agreement in 2016 with representatives of a class of bondholders to settle their USD LIBOR class action. The agreement has received preliminary court approval and remains subject to final approval. In 2018, the district court denied plaintiffs’ motions for class certification in the USD class actions for claims pending against UBS, and plaintiffs sought permission to appeal that ruling to the Second Circuit. In July 2018, the Second Circuit denied the petition to appeal of the class of USD lenders and in November 2018 denied the petition of the USD exchange class. In January 2019, a putative class action was filed in the District Court for the Southern District of New York against UBS and numerous other banks on behalf of US residents who, since 1 February 2014, directly transacted with a defendant bank in USD LIBOR instruments. The complaint asserts antitrust and unjust enrichment claims.

**Other benchmark class actions in the US:** In 2014, the court in one of the Euroyen TIBOR lawsuits dismissed certain of the plaintiffs’ claims, including a federal antitrust claim, for lack of standing. In 2015, this court dismissed the plaintiffs’ federal racketeering claims on the same basis and affirmed its previous dismissal of the plaintiffs’ antitrust claims against UBS. In 2017, this court also dismissed the other Yen LIBOR / Euroyen TIBOR action in its entirety on standing grounds, as did the court in the CHF LIBOR action. Also in 2017, the courts in the EURIBOR lawsuit dismissed the cases as to UBS and certain other foreign defendants for lack of personal jurisdiction.
In October 2018, the court in the SIBOR / SOR action dismissed all but one of plaintiffs’ claims against UBS. Plaintiffs in the CHF LIBOR and SIBOR / SOR actions have filed amended complaints following the dismissals, which UBS and other defendants have moved to dismiss. In November 2018, the court in the BBSW lawsuit dismissed the case as to UBS and certain other foreign defendants for lack of personal jurisdiction. Following that dismissal, plaintiffs in the BBSW action moved in January 2019 to file an amended complaint seeking to re-name UBS and certain other banks as defendants. UBS and other defendants also moved to dismiss the GBP LIBOR action in December 2016, but that motion was denied as to UBS in December 2018. UBS moved for reconsideration of that decision in January 2019.

Government bonds: Putative class actions have been filed since 2015 in US federal courts against UBS and other banks on behalf of persons who participated in markets for US Treasury securities since 2007. A consolidated complaint was filed in 2017 in the US District Court for the Southern District of New York alleging that the banks colluded with respect to, and manipulated prices of, US Treasury securities sold at auction and in the secondary market and asserting claims under the antitrust laws and for unjust enrichment. Defendants’ motions to dismiss the consolidated complaint are pending.

UBS and reportedly other banks are responding to investigations and requests for information from various authorities regarding US Treasury securities and other government bond trading practices. As a result of its review to date, UBS has taken appropriate action.

With respect to additional matters and jurisdictions not encompassed by the settlements and orders referred to above, UBS’s balance sheet at 31 March 2019 reflected a provision in an amount that UBS believes to be appropriate under the applicable accounting standard. As in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of such matters cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provision that UBS has recognized.

6. Swiss retrocessions

The Federal Supreme Court of Switzerland ruled in 2012, in a test case against UBS, that distribution fees paid to a firm for distributing third-party and intra-group investment funds and structured products must be disclosed and surrendered to clients who have entered into a discretionary mandate agreement with the firm, absent a valid waiver.

FINMA has issued a supervisory note to all Swiss banks in response to the Supreme Court decision. UBS has met the FINMA requirements and has notified all potentially affected clients.

The Supreme Court decision has resulted, and may continue to result, in a number of client requests for UBS to disclose and potentially surrender retrocessions. Client requests are assessed on a case-by-case basis. Considerations taken into account when assessing these cases include, among other things, the existence of a discretionary mandate and whether or not the client documentation contained a valid waiver with respect to distribution fees.

UBS’s balance sheet at 31 March 2019 reflected a provision with respect to matters described in this item 6 in an amount that UBS believes to be appropriate under the applicable accounting standard. The ultimate exposure will depend on client requests and the resolution thereof, factors that are difficult to predict and assess. Hence, as in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of such matters cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provision that UBS has recognized.

7. Matters not currently considered material

The specific litigation, regulatory and other matters described above under items (1) to (6) include all such matters that management considers to be material and others that management believes to be of significance due to potential financial, reputational and other effects as described in the "Note 15 Provisions and contingent liabilities" to the UBS AG’s interim consolidated financial statements included in the UBS AG First Quarter 2019 Report. The proceedings indicated below are matters
that have recently been considered material, but are not currently considered material, by UBS. Besides the proceedings described above and below, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which UBS AG is aware) that may have, or have had in the recent past, significant effects on UBS AG Group's and/or UBS AG's financial position or profitability and are or have been pending during the last twelve months until the date of this Base Prospectus.

**ERISA class action:** A putative class action has been filed in federal court in New York against UBS and other banks on behalf of participants, beneficiaries and named fiduciaries of plans qualified under ERISA for whom a defendant bank provided foreign exchange transactional services or authorized or permitted the execution of any foreign currency exchange transactional services involving such plan's assets. The complaint asserts claims under ERISA. In July 2018, the Second Circuit affirmed the dismissal of the case with prejudice.

**ISDAFIX class action:** In 2017, UBS agreed to pay USD 14 million to resolve putative class actions filed in federal court in New York and New Jersey against UBS and other financial institutions on behalf of parties who entered into interest rate derivative transactions linked to ISDAFIX. The final settlement was approved in June 2018.

**Precious metals civil litigation:** Putative class actions were filed against UBS and other banks in federal court in New York and other jurisdictions on behalf of putative classes of persons who had bought or sold physical precious metals and various precious metal products and derivatives. The complaints in these lawsuits asserted claims under the antitrust laws and the Commodity Exchange Act, and other claims. In July 2018, the court in New York granted UBS's motion to dismiss amended complaints in the putative class actions relating to gold and silver. In 2017, the court granted UBS's motion to dismiss the platinum and palladium action. Plaintiffs in the platinum and palladium action subsequently filed an amended complaint that did not allege claims against UBS.

**Hong Kong initial public offerings ("IPOs"):** The Hong Kong Securities and Futures Commission ("SFC") has been conducting investigations into UBS's role as a sponsor of certain initial public offerings listed on the Hong Kong Stock Exchange. The SFC has previously indicated that it intended to take enforcement action against UBS and certain employees in relation to certain of these offerings. In March 2018, the SFC issued a decision notice in relation to one of the offerings under investigation. On 13 March 2019, UBS Securities Hong Kong Limited and UBS AG entered into a settlement agreement with the SFC resolving all of the SFC's pending investigations related to sponsorship of IPOs by UBS. The agreement provides for a fine of HKD 375 million (USD 48 million) and the suspension of UBS Securities Hong Kong Limited's ability to act as a sponsor for Hong Kong-listed IPOs for one year.

### 7.9 Material Contracts

No material contracts have been entered into outside of the ordinary course of UBS AG's or UBS AG Group's business, which could result in any member of the UBS AG Group being under an obligation or entitlement that is material to UBS AG's ability to meet its obligations to the investors in relation to the issued securities.

### 7.10 Significant Changes in the Financial or Trading Position; Material Adverse Change in Prospects

There has been no significant change in the financial or trading position of UBS AG or UBS AG Group since 31 March 2019, which is the end of the last financial period for which financial information has been published.

There has been no material adverse change in the prospects of UBS AG or UBS AG Group since 31 December 2018.

### 7.11 Share Capital

As reflected in its Articles of Association most recently registered with the Commercial Register of Zurich and the Commercial Register of Basel-City, UBS AG has (i) fully paid and issued share capital of CHF 385,840,846.60, divided into 3,858,408,466 registered shares with a par value of
CHF 0.10 each (article 4), and (ii) conditional capital in the amount of CHF 38,000,000, comprising 380,000,000 registered shares with a par value of CHF 0.10 each that can be issued upon the voluntary or mandatory exercise of conversion rights and/or warrants (article 4a).

7.12 Dividends

For the financial year ended on 31 December 2014, UBS AG paid to its shareholders a dividend of CHF 0.50 per share of CHF 0.10 par value in cash or, at the election of each shareholder, a number of new UBS AG shares as to be of substantially equivalent value to CHF 0.50. UBS AG also paid a supplementary cash dividend of CHF 0.25 per share of CHF 0.10 par value. For the financial year ended 31 December 2015, UBS AG paid a dividend of CHF 3,434 million to UBS Group AG. In addition, as part of the establishment of UBS Business Solutions AG, UBS AG paid a cash dividend of CHF 30 million and transferred its participation in the Poland Service Center as a dividend-in-kind at book value of CHF 5 million to UBS Group AG in 2015. For the financial year ended on 31 December 2016, UBS AG paid to UBS Group AG a dividend of CHF 2,250 million. For the financial year ended on 31 December 2017, UBS AG paid to UBS Group AG a dividend of CHF 3,065 million. For the financial year ended on 31 December 2018, UBS AG paid to UBS Group AG a dividend of USD 3,250 million.

7.13 Documents on Display

- Annual Report 2017;
- The UBS AG standalone financial statements and regulatory information for the year ended 31 December 2017 (including the "Report of the statutory auditor on the financial statements");
- Annual Report 2018;
- The UBS AG standalone financial statements and regulatory information for the year ended 31 December 2018 (including the "Report of the statutory auditor on the financial statements");
- The UBS Group First Quarter 2019 Report and the UBS AG First Quarter 2019 Report; and
- The Articles of Association of UBS AG,

shall be maintained in printed format, for free distribution, at the offices of UBS AG for a period of twelve months after the publication of this Base Prospectus/Base Listing Particulars. In addition, the annual and quarterly reports, as well as quarterly result materials of UBS Group AG and UBS AG are published on UBS's website, at www.ubs.com/investors or a successor address. The Articles of Association of UBS AG are also available on UBS's Corporate Governance website, at www.ubs.com/governance.
PRO FORMA FINAL TERMS

The Final Terms in respect of each Tranche of Notes which are issued under the Prospectus Directive regime will be substantially in the following form, duly completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive (as defined below). Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[MiFID II product governance / Retail investors, professional investors and eligible counterparties

**target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "MiFID II")], EITHER [and (ii) all channels for distribution of the Notes are appropriate], including investment advice, portfolio management, non-advised sales and pure execution services]| OR [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice, portfolio management, non-advised sales and pure execution services], subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].

[Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.]

// [Professional investors and eligible counterparties only

**target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "MiFID II")], and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

[Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"), the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A of the SFA) that the Instruments are "prescribed capital markets products"]/["capital markets

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products other than prescribed capital markets products”] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).]

The Final Terms dated [*]

UBS AG, acting through its [head offices in Basel and Zurich] [[•] branch]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] under the Euro Note Programme

Any person making or intending to make an offer of the Notes may only do so [:

(i) in those Public Offer Jurisdictions mentioned under Distribution - Public Offer in Part B below, provided such person is a Dealer, Manager or Authorised Offeror (as such term is defined in the Base Prospectus (as defined below)) and that such offer is made during the Offer Period specified for such purpose therein and that any conditions relevant to the use of the Base Prospectus are complied with; or

[(ii)] otherwise[11] circumstances in which no obligation arises for the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

The expression "Prospectus Directive" for the purpose of these Final Terms means Directive 2003/71/EC (as amended or superseded), to the extent implemented in the relevant Member State of the EEA, and includes any relevant implementing measure in the relevant Member State.[12]

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 7 June 2019 [and the supplements to it dated [*]] (the "Base Prospectus") which [together] constitute[s] a base prospectus for the purposes of [the Prospectus Directive/Directive 2003/71/EC (as amended or superseded) (the "Prospectus Directive")]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus [(including the supplements)] [is] [are] available for viewing at www.ise.ie and copies may be obtained from the offices of The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building - Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg and The Bank of New York Mellon SA/NV Dublin Branch, 4th Floor, Hanover Building, Windmill Lane, Dublin 2, Ireland.

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date. N.B. when using a post-1 July 2012 approved base prospectus to tap a previous issue under a pre-1 July 2012 approved base prospectus, the final terms in the post-1 July 2012 base prospectus will take a different form due to the more restrictive approach to final terms. The Conditions of the original issue being tapped should be reviewed to ensure that they would not require the final terms documenting the further issue to include information which is no longer permitted in final terms. Where the final terms documenting the further issue would need to include such information, it will not be possible to tap using final terms and a drawdown prospectus (incorporating the original Conditions and final terms) will instead need to be prepared.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Base Prospectus dated [1 July 2005/3 July 2006/4 July 2007/4 July 2008/ 20 April 2009/27 August 2009/25 August 2010/25 August 2011/27 June 2012/ 25 June 2013/24 June 2014/ 22 June 2015/22 June 2016/31 May 2017/31 May 2018] [and the supplement(s) to it dated [*]] which are incorporated by reference in the Base Prospectus (as defined below). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of [the Prospectus Directive/Directive 2003/71/EC (as amended or superseded) (the "Prospectus Directive")] and must be read in conjunction with the Base Prospectus dated 7 June 2019 [and the supplement(s) to it dated [*]], which [together]

[11] Include the wording where a retail issuance of Notes is anticipated.
[12] Include the wording where a retail issuance of Notes is anticipated.
constitute[s] a base prospectus for the purposes of the Prospectus Directive (the "Base Prospectus"), save in respect of the Conditions which are extracted from the Base Prospectus dated [1 July 2005/3 July 2006/4 July 2007/4 July 2008/20 April 2009/27 August 2009/25 August 2010/25 August 2011/27 June 2012/25 June 2013/24 June 2014/22 June 2015/22 June 2016/31 May 2017/31 May 2018] [and the supplement(s) to it dated [*]]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus, The Base Prospectuses [[including the supplement(s) dated [*]]] are available for viewing at the Irish Stock Exchange plc trading as Euronext Dublin ("Euronext Dublin" [www.ise.ie]) and copies may be obtained from the offices of The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building – Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg and The Bank of New York Mellon SA/NV Dublin Branch, 4th Floor, Hanover Building, Windmill Lane, Dublin 2, Ireland.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing these Final Terms.]

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Issuer: UBS AG, acting through its [head offices in Basel and Zurich][[*] branch]</td>
</tr>
<tr>
<td>2.</td>
<td>(i) Series Number: [number/year, e.g. 1/00]</td>
</tr>
<tr>
<td></td>
<td>(ii) Tranche Number: [number, e.g. 1]</td>
</tr>
<tr>
<td></td>
<td>(iii) Date on which the Notes become fungible: Not Applicable / The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [*] on the [Issue Date/[specify date]]</td>
</tr>
<tr>
<td>3.</td>
<td>Currency: [*]</td>
</tr>
<tr>
<td>4.</td>
<td>Aggregate Nominal Amount:</td>
</tr>
<tr>
<td></td>
<td>(i) Series: [*]</td>
</tr>
<tr>
<td></td>
<td>(ii) Tranche: [*]</td>
</tr>
<tr>
<td>5.</td>
<td>Issue Price: [*] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]</td>
</tr>
<tr>
<td>6.</td>
<td>(i) Specified Denominations: [Bearer Notes]</td>
</tr>
<tr>
<td></td>
<td>[currency/amount for each denomination]</td>
</tr>
</tbody>
</table>

[Registered Notes]

[The Notes may be issued, traded and redeemed in integral multiples of currency/amount (e.g. US$1,000) subject to a minimum lot of currency/amount (e.g. US$100,000)]

[Notes which may be listed on the regulated market of Euronext Dublin and/or admitted to listing on the Luxembourg Stock Exchange's regulated market and/or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system situated or operating in a member state of the European Union may not have a minimum]
denomination of less than €1,000 (or nearly equivalent in another currency).]

(ii) Calculation Amount: [*]

7. (i) Issue Date: [day/month/year]

(ii) Interest Commencement Date: [day/month/year]

8. Maturity Date: [day/month/year] / [For Floating Rate Notes, insert: the Interest Payment Date falling in or nearest to [specify month and year]]

9. Interest Basis: [[* per cent. Fixed Rate]


[Zero Coupon]

(see paragraph [13/14/15] below)

10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount.

11. Put/Call Options: [Not Applicable / Investor Put / Issuer Call]

12. (i) Status of the Notes: [Senior/Subordinated]

(ii) [Date [Board/Group Treasurer] approval for issuance of Notes obtained: [*] [and [*], respectively]]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Fixed Rate Note Provisions: [Applicable/Not applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Rate(s) of Interest: [*] per cent. per annum payable in arrear on each Interest Payment Date.

(ii) Interest Payment Date(s): [*] in each year

(iii) Fixed Coupon: [*]14 per Calculation Amount:

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13 Note that for Renminbi or Hong Kong dollar denominated Fixed Rate Notes where Interest Payment Dates are subject to modification it will be necessary to use the second option here.

14 For Renminbi or Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification, the following alternative wording is appropriate: “Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest RMB0.01, RMB0.005 for the case of Renminbi denominated Fixed Rate Notes, for the case of Renminbi denominated Fixed Rate Notes to the nearest HK$0.01, HK$0.005 for the case of Hong Kong dollar denominated Fixed Rate Notes, being rounded upwards.”
(iv) [Party responsible for calculating the Fixed Coupon Amount(s):]

[Include this item for Renminbi Notes only: The Agent/[•] shall be the Calculation Agent]

(v) Broken Amount:

[[•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•] [insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s):] [Not Applicable]

(vi) Day Count Fraction:

[[30/360]/[Actual/360]/[Actual/365 (Fixed)]/[Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual]/[Actual/Actual (ISDA)]

14. Floating Rate Note Provisions:

[Applicable/Not applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Specified Period:

[[•]/Not Applicable]

(Specified Interest Period and Interest Payment Dates are alternatives. A Specified Period, rather than Interest Payment Dates will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise select "Not Applicable".)

(ii) Interest Payment Dates:

[[insert details of the dates on which interest will be paid]/[Not Applicable]]

(Specified Period and Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, the Floating Rate Convention or Eurodollar Convention, select "Not Applicable".)

(iii) Business Day Convention:

[FRN Convention/Following Business Day Convention/Modified Following Business Day/[Not Applicable]]

(iv) Manner in which the Rate(s) of Interest is/are to be determined:

[Screen Rate Determination/ISDA Determination]

(v) Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s) and, if applicable, for the purposes of Condition 6(f) (Benchmark Replacement for Floating Rate Notes (other than Floating Rate Notes which reference SOFR) and Condition 6(g) (Benchmark Replacement for Floating Rate Notes which reference SOFR):

Agent/[•]

(vi) If ISDA Determination:

(a) Floating Rate Option: [•]
(b) Designated Maturity: [*]
(c) Reset Date(s): [*]
[(d) ISDA Definition: [2000 ISDA Definitions / 2006 ISDA Definitions]]

(vii) if Screen Rate Determination
(b) Interest Determination Date: [*]
(c) Relevant Screen Page: [*]

(viii) Margin(s): [+][-][*] per cent. per annum
(ix) Minimum Rate of Interest: [*]
(x) Maximum Rate of Interest: [*]
(xi) Day Count Fraction: [30/360]/[Actual/360]/[Actual/365 (Fixed)]/[Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual]/[Actual/Actual (ISDA)]

15. Benchmark Replacement: [Applicable - [Condition 6(f)/Condition 6(g)]/Not applicable] (in the case of Fixed Rate Notes, please always select 'Not applicable')

16. Zero Coupon Note Provisions: [Applicable/Not applicable] (If not applicable, delete the remaining subparagraphs of this paragraph)
(i) Accrual Yield: [*] per cent. per annum
(ii) Reference Price: [*]

PROVISIONS RELATING TO REDEMPTION

17. Redemption Amount: [currency/amount e.g. US$1,000,000]
18. Redemption at the option of the Issuer: [Applicable/Not Applicable]
   (i) Optional Redemption Amount: [*] per Calculation Amount /[ Make-Whole Redemption Amount] [in the case of the Optional Redemption Date(s) falling on [•]][in the period from and including [*] to but excluding [*]]
   (ii) Optional Redemption Date: [*]/ [Any date from and including [*] to but excluding [*]]
   (iii) Notice period for notice to the Noteholders in the case of redemption at the option of the Issuer: [Not Applicable / Not less than 15 nor more than 35 days' notice / As set out in the Conditions / [*]]
(iv) Minimum Redemption Amount: [*]
(v) Higher Redemption Amount: [*]

19. Make-Whole Redemption: [Applicable/Not Applicable]
   (If not applicable, delete the remaining sub-paragraphs (i) to (vi) of this paragraph)

   (i) Make-Whole Redemption Dates(s): [*]
   (ii) Reference Bond(s): [*] / [Not Applicable]
   (iii) Reinvestment Margin: [*]
   (iv) Reinvestment Rate Determination Date: [*]
   (v) Quotation Time: [*]
   (vi) Notice period for notice to the Noteholders if different from that set out in the Conditions: [Not less than 15 and no more than 35 days' prior notice] / [*]

20. Redemption at the option of the Noteholders: [Applicable/Not Applicable]

   (i) Optional Redemption Amount: [*] per Calculation Amount
   (ii) Optional Redemption Date: [*]
   (iii) Notice period for redemption at the option of the Noteholders: [Not Applicable / Not less than 15 nor more than 30 days' notice / As set out in the Conditions / [*]]

21. Tax Redemption Amount: If the Notes are redeemed as a result of the Issuer being required to pay Additional Amounts pursuant to Condition [7(b)/[*]], then the Redemption Amount will be [*] (insert details)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22. [Applicability of Condition 8(e) (Consequences of a Renminbi Currency Event) (insert in the case of Renminbi Notes only): [Applicable/Not Applicable]]

23. Form of Notes: Registered Notes:
   [[Unrestricted Global Note] registered in the name of a nominee for [DTC/a common depositary for Euroclear, Clearstream Luxembourg [and Clearstream Frankfurt]/a common safekeeper for Euroclear and Clearstream Luxembourg]]

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15 Notes may be issued in bearer form also, subject to the receipt of written pre-approval by the UBS Group Tax-Americas. Optional wording for bearer Notes:
Bearer Notes:
[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for definitive Notes on [45] days' notice/in the limited circumstances specified in the Permanent Global Note]
[Temporary Global Note exchangeable for definitive Notes]
[Permanent Global Note exchangeable for definitive Notes on [45] days' notice/in the limited circumstances specified in the Permanent Global Note]
[Restricted Global Note] registered in the name of a nominee for [DTC]

[Unified Global Note]

24. New Global Note: [Yes/No/Not Applicable]

25. New Safekeeping Structure: [Yes/No/Not Applicable]


27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes. The talons mature on [•] / No.]

[THIRD PARTY INFORMATION]

[•] has been extracted from [•]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduction inaccurate or misleading.

[LISTING AND ADMISSION TO TRADING APPLICATION]

These Final Terms comprise the final terms required for the Notes described herein to be [listed on the official list and admitted to trading on the regulated market of Euronext Dublin/admitted to trading on the Luxembourg Stock Exchange's regulated market] pursuant to the Euro Note Programme of UBS AG.

Signed on behalf of UBS AG [acting through its [head office in Base and Zurich] [• branch]], as Issuer:

By:

Duly authorised

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16 Insert the relevant financial centre.

17 Insert the relevant currency.
PART B - OTHER INFORMATION

1. LISTING

(i) Listing: [Luxembourg/Ireland]

(ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on the regulated market of [the Luxembourg Stock Exchange/Euronext Dublin] with effect from [•].]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)

2. RATINGS

[[The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]]:

[S&P Global Ratings Europe Limited: [•]]

[Moody's Deutschland GmbH: [•]]

[Fitch Ratings Ltd.: [•]]

[Scope Ratings AG: [•]]

[[Other]*: [•]]

*The exact legal name of the rating agency entity providing the rating should be specified - for example "S&P Global Ratings Europe Limited", rather than just Standard and Poor's.

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

[Insert legal name of particular credit rating agency entity providing rating] is established in the European Union and registered under Regulation (EU) No 1060/2009, as amended (the "CRA Regulation").

[Insert legal name of particular credit rating agency entity providing rating] is established in the European Union and is not registered under Regulation (EU) No 1060/2009, as amended (the "CRA Regulation").

[Insert legal name of particular credit rating agency entity providing rating] is not established in the European Union but the rating it has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the European Union and registered under Regulation (EU) No 1060/2009, as amended (the "CRA Regulation").

[Insert legal name of particular credit rating agency entity providing rating] is not established in the European Union but is certified under Regulation (EU) No 1060/2009, as amended (the "CRA Regulation").

[Insert legal name of particular credit rating agency entity providing rating] is not established in the European Union and is not certified under Regulation (EU) No 1060/2009, as amended (the "CRA Regulation") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union.
and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation.

In Australia, credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act 2001 of Australia ("Corporations Act") and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive the Base Prospectus or these Final Terms and anyone who receives the Base Prospectus and these Final Terms must not distribute it to any person who is not entitled to receive it.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Save as discussed in "Subscription and Sale" in the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business]/[•]/Not Applicable]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) Reasons for the offer: [The net proceeds will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS Group, in each case outside Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland (insert in the case of an issuance by a Branch) / The net proceeds will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS Group (insert in the case of an issuance by the UBS Head Office).]

(ii) Estimated net proceeds: [•]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(iii) [Estimated total expenses/Estimated total expenses related to the admission to trading (Include this option for wholesale notes only)]: [•]

[Include breakdown of expenses.]
5. **[FIXED RATE NOTES ONLY - YIELD]**

Indication of yield: [*]

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. **[FLOATING RATE NOTES - HISTORIC INTEREST RATES]**

Details of historic [BBSW / CDOR / EURIBOR / HIBOR / JPY TSR / LIBOR / NIBOR / SHIBOR / SOR / SOFR / STIBOR / U.S. Federal Funds Rate] [rates] can be obtained from [Reuters/other].

7. **OPERATIONAL INFORMATION**

CUSIP: [*]

ISIN Code: [*]

Common Code: [*]

[FISN: [*]]

[CFI code: [*]]

Swiss Valor: [*]

Intended to be held in a manner which would allow Eurosystem eligibility: [Not Applicable] /

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)],][include this text for Registered Notes] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met] /

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)],][include this text for Registered Notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met]
Any clearing system(s) and the relevant identification number(s) (if applicable): [Not Applicable]/ [Euroclear Bank SA/NV / Clearstream Banking S.A. / Clearstream Banking AG / DTC/ [give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Agent: [The Bank of New York Mellon, acting through its London Branch]/[UBS AG]/[UBS Switzerland AG]/[UBS Europe SE]/[●]

Registrar: [The Bank of New York Mellon SA/NV, Luxembourg Branch]/[UBS AG]/[UBS Switzerland AG]/[UBS Europe SE]/[●]

Names and addresses of additional Paying Agent(s) (if any): [Not Applicable/[●]]

[Irish Paying Agent: The Bank of New York Mellon SA/NV Dublin Branch]

8. DISTRIBUTION

(i) Method of distribution: [Syndicated/Non-syndicated]

(ii) If syndicated, names and address of Managers and underwriting commitments: [Not Applicable/give names]

Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.

(iii) Date of Subscription Agreement: [●]

(iv) Stabilising Manager(s) (if any): [Not Applicable/give name]

If non-syndicated, name and address of Dealer: [UBS AG London Branch/[●]]

[Total commission and concession: [●] per cent. of the Aggregate Nominal Amount]

U.S. Selling Restrictions18: [Reg. S Compliance Category 2; TEFRA C/TEFRA D/TEFRA not applicable; Rule 144A]

ERISA: Eligible:[Yes/No]Select "yes" for Notes whose terms provide for payment in full if principal at their stated maturity

Withholding under Section 871(m): [Not applicable]19 [The Notes are subject to U.S. federal withholding tax under Section 871(m).]

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18 TEFRA may be applicable where Notes are issued in bearer form. In such cases written pre-approval by the UBS Group Tax-Americas is required.

19 The Notes should not be subject to U.S. federal withholding tax under Section 871(m), if they (i) do not reference any U.S. equity or any index that contains any U.S. equity (ii) reference indices considered to be "qualified indices" for purposes of Section 871(m) or (iii) are Non-Delta-One Notes and are issued prior to 1 January 2021. Delta-One Notes and Non-Delta-One Notes issued on or after 1 January 2021 that reference a U.S. equity or index that contains any U.S. equity are subject to additional testing on a trade-by-trade basis to determine whether they are Section 871(m) Notes.
Public Offer: [Applicable][Not Applicable] (If not applicable, delete the "Public Offer Jurisdictions", "Offer Period", "Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the conditions in it", "General Consent" items below and also paragraph [9] below)

[Public Offer Jurisdictions: [Specify relevant Member State(s) where the Issuer intends to make the Public Offer (where the Base Prospectus lists the Public Offer Jurisdictions, select from that list) which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)])

[Offer Period: [Specify date] until [specify date]

(In Austria the Offer Period will not commence until the day after the registration of these Final Terms with the registration office (Meldestelle) has been duly made, as required under the Austrian Capital Markets Act.)]

[Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the conditions in it: [Insert names and addresses of financial intermediaries receiving consent (specific consent)])

[General Consent: [Not Applicable][Applicable]]

[Other Authorised Offeror Terms: [Not Applicable][Add here any other Authorised Offeror Terms].

(Authorised Offeror Terms should only be included here where General Consent is Applicable)]

Prohibition of sales to EEA Retail Investors: [Applicable][Not Applicable]

(If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document required by the PRIIPs Regulation will be prepared, "Applicable" should be specified.)

9. TERMS AND CONDITIONS OF THE OFFER

Offer Price: [Issue Price] [specify]

Conditions to which the offer is subject: [Not Applicable/give details]

Description of the application process: [Not Applicable/give details]

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not Applicable/give details]
Details of the minimum and/or maximum amount of application: [Not Applicable/give details]

Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/give details]

Manner in and date on which results of the offer are to be made public: [Not Applicable/give details]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable/give details]

Whether tranche(s) have been reserved for certain countries: [Not Applicable/give details]

Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not Applicable/give details]

Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not Applicable/give details]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: [None /give details]

[Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment:]

10. **BENCHMARKS**

Relevant Benchmark[s]:

[[BBSW is provided by the Australian Securities Exchange]/[CDOR is provided by Thomson Reuters Benchmark Services Ltd]/[EURIBOR is provided by the European Money Markets Institute]/[HIBOR is provided by the Hong Kong Association of Banks]/[JPY TSR is provided by Thomson Reuters Benchmark Services Ltd]/[LIBOR is provided by ICE Benchmark Administration Limited]/[NIBOR is provided by Norske Finansielle Referanser AS]/[SHIBOR is provided by the People's Bank of China]/[SOFR is provided by the Federal Reserve Bank of New York]/[SOR is provided by ABS Benchmarks Administration Co. Pte Ltd]/[STIBOR is provided by the Swedish Bankers Association]/[U.S. Federal Funds Rate is provided by the Federal Reserve Bank of New York]] replicate as necessary. [[As at the date hereof, [administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of Regulation (EU) 2016/1011, as amended] / [As far as the Issuer is aware, as at the]
date hereof, the [specify benchmark] does not fall within the scope of Regulation (EU) 2016/1011, as amended]] / [Not Applicable]

[SUMMARY OF THE ISSUE

This summary relates to [insert description of Notes] described in the final terms (the “Final Terms”) to which this summary is annexed. This summary contains that information from the summary set out in the Base Prospectus which is relevant to the Notes together with the relevant information from the Final Terms. Words and expressions defined in the Final Terms and the Base Prospectus have the same meaning in this summary.

[Insert completed summary by completing the relevant italicised items in the summary of the base prospectus as appropriate to the terms of the specific issue.]]20

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20 Not required in case of a wholesale issuance of Notes.
PRO FORMA PRICING SUPPLEMENT

This Pricing Supplement in respect of each Tranche of Notes which are not issued under the Prospectus Directive regime will be substantially in the following form, duly completed, supplemented, amended and/or replaced to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Pricing Supplement but denotes directions for completing the Pricing Supplement.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC AS AMENDED OR SUPERSEDED [(THE "PROSPECTUS DIRECTIVE") FOR THE ISSUE OF NOTES DESCRIBED BELOW

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65(EU) (as amended, "MiFID II"); (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[MiFID II product governance / [Retail investors, professional investors and eligible counterparties target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "MiFID II")]/MiFID II], EITHER [and (ii) all channels for distribution of the Notes are appropriate], including investment advice, portfolio management, non-advised sales and pure execution services]22 OR [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[ and portfolio management[ and]] non-advised sales [[and pure execution services]], subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]23. [Consider any negative target market]24. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer[s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[s/s'] target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.

[Professional investors and eligible counterparties only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "MiFID II")]/MiFID II] and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market]25. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer[s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[s/s'] target market assessment) and determining appropriate distribution channels.]

21 Include where Part B item 8 (Prohibition of sales to EEA Retail Investors) of the Pricing Supplement specifies "Applicable".
22 This list may not be necessary (especially for non-complex Notes where all channels of distribution may be deemed appropriate) or, if this list is necessary, it may need to be amended to reflect the appropriate target market for the Notes being issued.
23 This list may not be necessary (especially for non-complex Notes where all channels of distribution may be deemed appropriate) or, if this list is necessary, it may need to be amended to reflect the appropriate target market for the Notes being issued.
24 To be considered on a case-by-case basis. If a negative target market is deemed necessary, wording along the following lines could be included: "The target market assessment indicates that Notes are incompatible with the needs, characteristics and objectives of clients which are [details to be inserted]."
25 To be considered on a case-by-case basis. If a negative target market is deemed necessary, wording along the following lines could be included: "The target market assessment indicates that Notes are incompatible with the needs, characteristics and objectives of clients which are [details to be inserted]."
[Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the “SFA”), the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A of the SFA) that the Instruments are ["prescribed capital markets products"]/["capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

The Pricing Supplement dated [*]

UBS AG,
acting through its [head offices in Basel and Zurich] [[•] branch]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the Euro Note Programme

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Listing Particulars dated 7 June 2019 [and the supplemental Base Listing Particulars dated [•]] [which [together] constitute[s] a base listing particulars for the purposes of [admission to trading on the ] [Global Exchange Market of the Irish Stock Exchange plc trading as Euronext Dublin/Luxembourg Stock Exchange's Euro MTF Market/other non regulated market][the issue of unlisted Notes]]. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with such Base Listing Particulars [as so supplemented], which together constitute the listing prospectus with respect to the Notes described herein for the purposes of the listing rules of the SIX Swiss Exchange[26].

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Base Listing Particulars [as so supplemented]. The Base Listing Particulars [and the supplemental Base Listing Particulars] [is] [are] [available for viewing at www.ise.ie/other - please specify] and copies may be obtained from the offices of The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building - Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg and The Bank of New York Mellon SA/NV Dublin Branch, 4th Floor, Hanover Building, Windmill Lane, Dublin 2, Ireland.] [are available at UBS Investment Bank, a business division of UBS AG, P.O. Box CH-8001, Zurich, Switzerland, or can be ordered by telephone (+41 44 239 47 03), fax (+41 44 239 69 14) or by e-mail to swiss-prospectus@ubs.com.]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Listing Particulars with an earlier date.

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Listing Particulars dated [original date] [and the supplemental Base Listing Particulars dated [•]]]. This document constitutes the Pricing Supplement of the Notes described herein [for the purposes of [admission to trading on the ] [Global Exchange Market of the Irish Stock Exchange plc trading as Euronext Dublin/Luxembourg Stock Exchange's Euro MTF Market/other - please specify][the issue of unlisted Notes]] and must be read in conjunction with the Base Listing Particulars dated 7 June 2019 [and the supplemental Base Listing Particulars dated [date]], save in respect of the Conditions which are extracted from the Base Listing Particulars dated [original date] [and the supplemental Base Listing Particulars dated [•]] and are attached hereto [, which together constitute the listing prospectus with respect to the Notes described herein for the purposes of the listing rules of the SIX Swiss Exchange][27]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement, the Conditions and the Base Listing Particulars dated 7 June 2019 [and the supplemental Listing Particulars dated [•]]. [The Base Listing Particulars [and the supplemental Listing Particulars] are available for viewing at [www.ise.ie/other - please specify]] and copies may be obtained from the offices of The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building - Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg and The Bank of New York Mellon SA/NV Dublin Branch, 4th Floor, Hanover Building, Windmill Lane, Dublin 2, Ireland.] [are available at UBS Investment Bank, a business division of UBS AG, P.O. Box CH-8001, Zurich, Switzerland, or can be obtained by telephone (+41 44 239 47 03), fax (+41 44 239 69 14) or by e-mail to swiss-prospectus@ubs.com.]

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26 In the case of SIX-listed Notes.
27 In the case of SIX-listed Notes.
Switzerland, or can be ordered by telephone (+41 44 239 47 03), fax (+41 44 239 69 14) or by e-mail to swiss-prospectus@ubs.com.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Italics denote guidance for completing this Pricing Supplement.]

1. Issuer: UBS AG, acting through its [head offices in Basel and Zurich][•] branch

2. (i) Series Number: [number/year, e.g. 1/00]
   (ii) Tranche Number: [number, e.g. 1]
   (ii) Date on which the Notes become fungible: Not Applicable / The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [•] on the [Issue Date/ specify date]

3. Currency or Currencies: [•]

4. Aggregate Nominal Amount:
   (i) Series: [•]
   (ii) Tranche: [•]

5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]

6. (i) Specified Denominations: [currency/amount for each denomination]
   [The Notes may be issued, traded and redeemed in integral multiples of currency/amount (e.g. US$1,000) subject to a minimum lot of currency/amount (e.g. US$100,000)]
   [Notes which may be listed on the Global Exchange Market of Euronext Dublin and/or the Euro MTF Market of the Luxembourg Stock Exchange and/or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system situated or operating in a member state of the European Union may not have a minimum denomination of less than €1,000 (or nearly equivalent in another currency).]
   [If the Notes will be issued in or into Australia, the denominations may be any amount provided that the minimum aggregate consideration payable by each offeree is at least A$500,000 (or the equivalent in another currency, in either case disregarding moneys lent by the offeror or to its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Chapter 7 of the Corporations Act 2001 of Australia.]

   (ii) Calculation Amount: [•]
7. (i) Issue Date: [day/month/year]
(ii) Interest Commencement Date: [day/month/year]

8. Maturity Date: [day/month/year] [For Floating Rate Notes, insert: the Interest Payment Date falling in or nearest to [specify month and year]]

9. Interest Basis: [([•] per cent. Fixed Rate)

[Zero Coupon]

[Index-linked Interest]

[Other (specify)]

(see paragraph [16/17/18/19/20] below)

10. Redemption/Payment Basis: [Redemption at par, subject to any purchase and cancellation or early redemption / Partly Paid / Instalment]

[Index-linked Redemption] [Dual Currency]

[Other (specify)]

11. Change of Interest or Redemption/Payment Basis: [Not Applicable / Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis]

12. Put/Call Options: [Not Applicable / Investor Put / Issuer Call]

[(further particulars specified below)]

13. Status of the Notes: [Senior/Subordinated]

14. [Date [Board] approval for issuance of Notes obtained: [(*) and [•], respectively]]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

15. Method of distribution: [Syndicated/Non syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Note Provisions: [Applicable/Not applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Rate[s] of Interest: [(*) per cent. per annum payable [annually/semi-annually/quarterly/monthly/other (specify)] in arrear

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28 Note that for Renminbi or Hong Kong dollar denominated Fixed Rate Notes where Interest Payment Dates are subject to modification it will be necessary to use the second option here.
(ii) Interest Payment Date(s): [*] in each year [adjusted [for payment purposes only]] in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]/[not adjusted]

(iii) Fixed Coupon: 29 [*] per Calculation Amount Amount[(s)]:

(iv) [Party responsible for calculating the Fixed Coupon Amount(s):] [Include this item for Renminbi Notes only: The Agent/* shall be the Calculation Agent]

(v) Broken Amount: [*] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ] [insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s)]

(vi) Day Count Fraction: [30/360/(Actual/Actual (ICMA/ISDA))/(Actual/365 (Fixed))/(any other)]

(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [give details]

17. Floating Rate Note Provisions: [Applicable/Not applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Specified Period: [•]/[Not Applicable]

(Specified Interest Period and Interest Payment Dates are alternatives. A Specified Period, rather than Interest Payment Dates will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise select "Not Applicable").

(ii) Interest Payment Dates: [[insert details of the dates on which interest will be paid]/[Not Applicable]]

(Specified Period and Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, the Floating Rate Convention or Eurodollar Convention, select "Not Applicable").

(iii) Business Day Convention: [FRN Convention/Following Business Day Convention/Modified Following Business Day/any other]

(iv) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/any other]

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29 For Renminbi or Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification, the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005 for the case of Renminbi denominated Fixed Rate Notes, for the case of Renminbi denominated Fixed Rate Notes to the nearest HK$0.01, HK$0.005 for the case of Hong Kong dollar denominated Fixed Rate Notes, being rounded upwards."
(v) Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s) and, if applicable, for the purposes of Condition 6(f) (Benchmark Replacement for Floating Rate Notes (other than Floating Rate Notes which reference SOFR) and Condition 6(g) (Benchmark Replacement for Floating Rate Notes which reference SOFR):

•

(vi) If ISDA Determination:

(a) Floating Rate Option:
(b) Designated Maturity:
(c) Reset Date(s):

[d] ISDA Definition: [2000 ISDA Definition / 2006 ISDA Definition]

(vii) if Screen Rate Determination

(b) Interest Determination Date:
(c) Relevant Screen Page:

(viii) Margin(s): [+/-][•] per cent. per annum
(ix) Minimum Rate of Interest: [•]
(x) Maximum Rate of Interest: [•]
(xi) Day Count Fraction: [30/360
Actual/360 Actual/365
Actual/Actual (ICMA)
Actual/Actual (ISDA)
any other]

(xii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on floating Rate Notes, if different from those set out in the Conditions and the Agency Agreement:

[•]

18. Benchmark Replacement: [Applicable - [Condition 6(f)/Condition 6(g)]/Not applicable]
19. Zero Coupon Note Provisions:  

(Applicable/Not applicable)  
(in the case of Fixed Rate Notes, please always select 'Not applicable')  

(If not applicable, delete the remaining subparagraphs of this paragraph)  

(i) Accrual Yield:  

[*] per cent. per annum  

(ii) Reference Price:  

[*]  

(iii) Any other formula/basis of determining amount payable:  

[e.g. consider whether it is necessary to specify an alternative Day Count Fraction]  

20. Index-linked Note Provisions:  

(Applicable/Not applicable)  
(If not applicable, delete the remaining subparagraphs of this paragraph)  

(i) Index/formula:  

[(give or annex details)]  

(ii) Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Agent):  

[*]  

(iii) Provisions for determining coupon or redemption amount where calculation by reference to Index and/or formula is impossible or impracticable:  

[*]  

(iv) Interest Period(s):  

[*]  

(v) Specified Interest:  

[*]  

(vi) [FRN Convention/Following Business Day Convention/Modified Following Business Convention/Preceding Business Day Convention/other (give details)]  

(vii) Minimum Rate of Interest:  

[*]  

(viii) Maximum Rate of Interest:  

[*]  

(ix) Day Count Fraction:  

[Insert Day Count Fraction and if not defined in the Conditions, define it here.]  

21. Dual Currency Note Provisions:  

(Applicable/Not applicable)  
(If not applicable, delete the remaining subparagraphs of this paragraph)  

(i) Rate of Exchange/method of calculating Rate of Exchange:  

[(give details)]

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30 Where there is an option for physical settlement and the underlying index/security contains/is one or more securities in bearer form, such Index-linked Note may only be issued subject to the receipt of written pre-approval by UBS Group Tax-Americas.
(ii) Calculation Agent responsible for calculating the Rates(s) of Interest and Interest Amount(s) (not the Agent): [•]

(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [•]

(iv) Person at whose option Currency(ies) is/are payable: [•]

**PROVISIONS RELATING TO REDEMPTION**

22. Redemption Amount: [currency/amount e.g. US$1,000,000] [•] per cent. Other (insert details, e.g. to be determined in accordance with the following formula [•])

23. Redemption at the option of the Issuer: [Applicable/Not Applicable]

24. Redemption at the option of the Noteholders: [Applicable/Not Applicable]

25. Tax Redemption Amount: If the Notes are redeemed as a result of the Issuer being required to pay Additional Amounts then the Redemption Amount will be [•] (insert details)

26. Optional Redemption Amount: [•] per Calculation Amount / Make-Whole Redemption Amount [in the case of the Optional Redemption Date(s) falling [on [•]]/[in the period from and including [•] to but excluding [•]]

[(Insert details (e.g. to be determined in accordance with the following formula [•]))]

27. Optional Redemption Date: [•]/[Any date from and including [•] to but excluding [•]]

28. Notice period for notice to the Noteholders in the case of redemption at the option of the Issuer: [Not Applicable / Not less than 15 nor more than 35 days' notice / [•]]

29. Notice period for redemption at the option of the Noteholders: [Not Applicable / Not less than 15 nor more than 30 days' notice / [•]]

30. Minimum/Higher Redemption Amount: [•]

31. Make-Whole Redemption: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs (i) to (vi) of this paragraph)

(i) Make-Whole Redemption Date(s): [•]

(ii) Reference Bond(s): [•] / [Not Applicable]

(iii) Reinvestment Margin: [•]
(iv) Reinvestment Rate Determination Date

(v) Quotation Time

(vi) Notice period for notice to the Noteholders if difference from that set out in the Conditions

[Not less than 15 and no more than 35 days' prior notice] / [•]

32. Other Redemption details:

[•] [(Insert details)]

33. Final Redemption Amount of each Note:

[•] per Calculation Amount

In cases where the Final Redemption Amount is Index-linked or other variable-linked:

(i) Index/Formula/variable:

[•] [give or annex details]

(ii) Calculation Agent responsible for calculating the Final Redemption Amount:

[•]

(iii) Provisions for determining Final Redemption amount where calculated by reference to Index and/or Formula and/or other variable:

[•]

(iv) Determination Date(s):

[•]

(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:

[•]

(vi) Payment Date:

[•]

(vii) Minimum Final Redemption Amount:

[•] per Calculation Amount

(viii) Maximum Final Redemption Amount:

[•] per Calculation Amount

34. Early Redemption Amount:

[•]

Early Redemption Amount(s) of each Note payable on event of default or other early redemption and/or the method of calculating the same:

[•] (specify if different from that set out in the Conditions)

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31 Where there is an option for physical settlement and the underlying index/security contains/is one or more securities in bearer form, such Index-linked Note may only be issued subject to the receipt of written pre-approval by UBS Group Tax-Americas.
GENERAL PROVISIONS APPLICABLE TO THE NOTES

35. [Applicability of Condition 8(e) (Consequences of a Renminbi Currency Event)
(insert in the case of Renminbi Notes only)] [Applicable/Not Applicable]

36. Form of Notes: Registered Notes:
- [[Unrestricted Global Note] registered in the name of a nominee for [DTC/a common depositary for Euroclear, Clearstream Luxembourg [and Clearstream Frankfurt]/a common safekeeper for Euroclear and Clearstream Luxembourg]]
- [[Restricted Global Note] registered in the name of a nominee for [DTC]]
- [Unified Global Note]
- [Uncertificated Swiss SIS Notes]
- [Uncertificated Swiss Non-SIS Notes]

Any notice delivered by (or on behalf of) any Noteholder for purposes of electing to convert the Notes into Uncertificated Swiss SIS Notes in accordance with Condition 2(e)(ii), shall be delivered to [insert name/contact details/any other relevant information]]

37. New Global Note: [Yes/No/Not Applicable]

38. New Safekeeping Structure: [Yes/No/Not Applicable]

39. Business Days: [Insert Financial Centres]
- [Insert Currencies - e.g. US$ and CHF]

40. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):
- [Yes. The talons mature on [*] / No.]

41. Details relating to Partly Paid Notes: [Not Applicable/give details]

amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any

32 Notes may be issued in bearer form also, subject to the receipt of written pre-approval by the UBS Group Tax-Americas. Optional wording for bearer Notes:
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for definitive Notes on [45] days' notice/in the limited circumstances specified in the Permanent Global Note]
- [Temporary Global Note exchangeable for definitive Notes]
- [Permanent Global Note exchangeable for definitive Notes on [45] days' notice/in the limited circumstances specified in the Permanent Global Note]
- [in the case of SIS Notes issued by the Issuer acting through a non-Swiss branch: Bearer SIS Notes]
- (No Bearer SIS Notes are to be issued by the Issuer acting through its head offices in Basel and Zurich)

33 To be issued by UBS Head Office, UBS AG London Branch or UBS AG Jersey Branch only.

34 To be issued by UBS Head Office, UBS AG London Branch or UBS AG Jersey Branch only.
right of the Issuer to forfeit the Notes and interest due on late payment:

42. Redenomination applicable: [Yes/No]
    [(specify any modifications)]

43. Exchangeability applicable: [Yes/No]
    [(specify any modifications)]

44. Other final terms or special conditions: [Not Applicable/give details]
    [Where the Notes are to be issued into Australia (other than by UBS AG Australia Branch) and it is necessary or intended that the Notes should satisfy the requirements of Prudential Standard GPS 120, additional terms/provisions will need to be incorporated to ensure that the Notes are (1) in registered form, (2) evidenced by entries in a register kept in Australia, (3) cleared through the "Austraclear system", (4) constituted by an Australian law governed deed poll kept in Australia and (5) expressed to be payable in Australia except where prohibited by law.]

45. Relevant Benchmark[s]: [specify benchmark] is provided by [administrator legal name] [repeat as necessary].
    [As at the date hereof, [administrator legal name][appears]/[does not appear][repeat as necessary] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of Regulation (EU) 2016/1011, as amended] / [As far as the Issuer is aware, as at the date hereof, the [specify benchmark] does not fall within the scope of Regulation (EU) 2016/1011, as amended]] / [Not Applicable]

[LISTING AND ADMISSION TO TRADING APPLICATION]

This Pricing Supplement comprises the final terms required for the Notes described herein to be [listed on the official list and admitted to trading on the Irish Stock Exchange plc trading as Euronext Dublin's Global Exchange Market] [admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange] [specify any other non-regulated market] pursuant to the Euro Note Programme of UBS AG.

GOVERNING LAW

[Insert in the case of Notes which are not Swiss Notes]: English law][insert in the case of Subordinated Notes: except for Condition 5(b) (Status of the Notes - In the case of Subordinated Notes), which is governed by Swiss law][Insert in the case of Swiss Notes: Swiss law.]

PLACE OF JURISDICTION

[Insert in the case of Notes which are not Swiss Notes]: England][Insert in the case of Swiss Notes]: The courts of the Canton of Zurich (venue being City of Zurich).

Signed on behalf of UBS AG [, acting through its [head office in Base and Zurich] [• branch]], as Issuer

By:
Duly authorised
PART B - OTHER INFORMATION

1. LISTING

(i) Listing

[Luxembourg - Euro MTF/Ireland Global Exchange Market/SIX Swiss Exchange/other (specify)/None]

(ii) Admission to trading:

[Application has been made for the Notes to be admitted to trading on [*] with effect from [*].]

[The Notes have been provisionally admitted to trading with effect from [*].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)

[(iii) Period of trading:] [First trading date until] (Include for SIX listed Notes.)

2. RATINGS

Ratings:

The Notes to be issued have been rated:

[S&P Global Ratings Europe Limited: [*]]

[Moody's Deutschland GmbH: [*]]

[Fitch Ratings Ltd.: [*]]

[Scope Ratings AG: [*]]

[[Other]*: [*]]

*The exact legal name of the rating agency entity providing the rating should be specified - for example "Standard & Poor's Credit Market Services Europe Limited", rather than just Standard and Poor's.

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

In Australia, credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act 2001 of Australia ("Corporations Act") and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive the Base Listing Particulars or this Pricing Supplement and anyone who receives the Base Listing Particulars and this Pricing Supplement must not distribute it to any person who is not entitled to receive it.

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:
[Save as discussed in "Subscription and Sale" in the Base Listing Particulars, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.[•]]

4. [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES]

[(i)] Reasons for the offer

[The net proceeds will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS Group, in each case outside Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland (insert in the case of an issuance by a Branch) / The net proceeds will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS Group (insert in the case of an issuance by the UBS Head Office) / Other]

[(ii)] Estimated net proceeds: [•]

[(iii)] Estimated total expenses: [•]

5. DISTRIBUTION

(i) If syndicated, names and address of Managers and underwriting commitments: [Not Applicable/give names]

(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)

(ii) Date of Subscription Agreement: [•]

(iii) Stabilising Manager (if any): [•]

If non-syndicated, name and address: [UBS AG London Branch]

[Total commission and concession: [•] per cent. of the Aggregate Nominal Amount]

U.S. Selling Restrictions\textsuperscript{35}: [Reg. S Compliance Category 2; TEFRA C/TEFRA D/TEFRA not applicable; Rule 144A]

ERISA

Eligible: [Yes/No][Select “yes” for Notes whose terms provide for payment in full of principal at their stated maturity or if otherwise an ERISA Plan may purchase, hold or hold any interest in the Notes]

Withholding under Section 871(m): [Not applicable]\textsuperscript{36}[The Notes are subject to U.S. federal withholding tax under Section 871(m).]

\textsuperscript{35} TEFRA may be applicable where Notes are issued in bearer form or for Index-linked Notes where there is an option for physical settlement and the underlying index/security contains/its one or more securities in bearer form. In such cases written pre-approval by the UBS Group Tax-Americas is required.

\textsuperscript{36} The Notes should not be subject to U.S. federal withholding tax under Section 871(m), if they (i) do not reference any U.S. equity or any index that contains any U.S. equity (ii) reference indices considered to be "qualified indices" for purposes of Section 871(m)
[Additional information regarding the application of Section 871(m) to the Notes will be available at [*]]

Prohibition of sales to EEA Retail Investors:

[Applicable]/[Not Applicable]

(If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document required by the PRIIPs Regulation will be prepared, "Applicable" should be specified.)

Additional selling restrictions:

[Not Applicable/give details]

6. RESPONSIBILITY STATEMENT AND THIRD PARTY INFORMATION

The Issuer accepts responsibility for the information contained in [the Base Listing Particulars as amended and supplemented as of the date hereof and] this Pricing Supplement. [To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in the Base Listing Particulars as amended and supplemented as of the date hereof together with this Pricing Supplement is correct and no material facts or circumstances have been omitted therefrom.]38. [[•] has been extracted from [•]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduction inaccurate or misleading.]

(In the case of SIX-listed Notes, insert the section below entitled "Material Changes".)

7. [MATERIAL CHANGES]

Except as disclosed in the Base Listing Particulars as amended and supplemented as of the date hereof, no material changes have occurred in the Issuer's assets and liabilities, financial position or profits and losses since [insert the balance sheet date of the Issuer's most recently published annual or interim financial statements].]

8. [FIXED RATE NOTES ONLY - YIELD]

Indication of yield: [*]

Calculated as [include details of method of calculation in summary form] on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

9. [FLOATING RATE NOTES - HISTORIC INTEREST RATES]


or (iii) are Non-Delta-One Notes and are issued prior to 1 January 2021. Delta-One Notes and Non-Delta-One Notes issued on or after 1 January 2021 that reference a U.S. equity or index that contains any U.S. equity are subject to additional testing on a trade-by-trade basis to determine whether they are Section 871(m) Notes.

37 Insert in the case of SIX-listed Notes.
38 Insert in the case of SIX-listed Notes.
10. [INDEX-LINKED OR OTHER VARIABLE-LINKED NOTES ONLY - PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING]

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is a security need to include the name of the issuer of the security, the ISIN (International Security Identification Number) or other such security identification code and the name of the trading venue where the underlying is admitted to trading. Where the underlying is an interest rate need to include a description of the interest rate. Where the underlying is a basket of underlyings need to include disclosure of the relative weightings of each underlying in the basket. Where the underlying is not an index, a security or an interest rate need to include equivalent information.] Need to include details of any adjustment rules with relation to events concerning the underlying.]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]

11. [DUAL CURRENCY NOTES ONLY - PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT]

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

12. OPERATIONAL INFORMATION

| CUSIP:          | [*] |
| ISIN Code:      | [*] |
| Common Code:    | [*] |
| [FISN:          | [*] |
| [CFI code:      | [*] |
| Swiss Valor:    | [*] |

Intended to be held in a manner which would allow Eurosystem eligibility: [Not Applicable] /

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper),][include this text for Registered Notes] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met] /
No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper),] [include this text for Registered Notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.

Any clearing system(s) and the relevant identification number(s) (if applicable):

[Not Applicable]/ [Euroclear Bank SA/NV / Clearstream Banking S.A. / Clearstream Banking AG / DTC / SIX SIS Ltd / [give name(s) and number(s)]

Delivery:

Delivery [against/free of] payment

[Principal Swiss Paying] Agent:

[The Bank of New York Mellon, acting through its London Branch/UBS AG/UBS Switzerland AG/UBS Europe SE]/[●]

Registrar:

[Not Applicable]/[The Bank of New York Mellon SA/NV, Luxembourg Branch/UBS AG/UBS Switzerland AG/UBS Europe SE]/[●]

Names and addresses of additional Paying Agent(s) (if any):

[Not Applicable]/[●]


[ Irish Paying Agent: The Bank of New York Mellon SA/NV Dublin Branch]

[Agency Agreement:

[The Uncertificated Swiss Note Agency Agreement dated [●]]][The Supplemental Agency Agreement dated [●]]

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39 Insert in the case of Swiss Notes.
40 Insert in the case of Uncertificated Swiss SIS Notes.
PRO FORMA ALTERNATIVE PRICING SUPPLEMENT

This Pricing Supplement in respect of each Tranche of Notes which are not issued under the Prospectus Directive regime will be substantially in the following form, duly completed, supplemented, amended and/or replaced to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Pricing Supplement but denotes directions for completing the Pricing Supplement. This Pricing Supplement will not be used for any Notes to be listed on the SIX Swiss Exchange that constitute bonds within the meaning of the SIX Swiss Exchange’s Additional Rules for the Listing of Bonds (in such case, the "Pro Forma Pricing Supplement" will be used instead).

[Aggregate Nominal Amount of Notes]
[Title of Notes]
Issued by UBS AG, through its [head offices in Basel and Zurich] [[•] branch] under the UBS AG Euro Note Programme
Product Type: [•]
Valor: [•] ISIN:  [•]

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC AS AMENDED OR SUPERSEDED [(THE "PROSPECTUS DIRECTIVE") FOR THE ISSUE OF NOTES DESCRIBED BELOW

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS] - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.¹

[MiFID II product governance] / [Retail investors, professional investors and eligible counterparties target market] – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, “MiFID II”)]/MiFID II, EITHER [and (ii) all channels for distribution of the Notes are appropriate[. including investment advice, portfolio management, non-advised sales and pure execution services]²] OR [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[, and] portfolio management[, and][ non-advised sales ][and pure execution services]], subject to the distributor’s suitability

¹ Include where "Distribution - Prohibition of sales to EEA Retail Investors" of the Pricing Supplement specifies "Applicable".

² This list may not be necessary (especially for non-complex Notes where all channels of distribution may be deemed appropriate) or, if this list is necessary, it may need to be amended to reflect the appropriate target market for the Notes being issued.
and appropriateness obligations under MiFID II, as applicable]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable.

[Professional investors and eligible counterparties only target market] – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "MiFID II") and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

[Singapore Securities and Futures Act Product Classification] – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"), the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A of the SFA) that the Instruments are ["prescribed capital markets products"]/["capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and ["Excluded Investment Products"]/["Specified Investment Products"] (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

Pricing Supplement

The Pricing Supplement dated [•]

UBS AG,
acting through its [head offices in Basel and Zurich] [• branch]
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the Euro Note Programme

The Base Listing Particulars referred to below (as completed by this Pricing Supplement) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (as defined below) [each, a "Relevant Member State"] will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer.

3 This list may not be necessary (especially for non-complex Notes where all channels of distribution may be deemed appropriate) or, if this list is necessary, it may need to be amended to reflect the appropriate target market for the Notes being issued.

4 To be considered on a case-by-case basis. If a negative target market is deemed necessary, wording along the following lines could be included: "The target market assessment indicates that Notes are incompatible with the needs, characteristics and objectives of clients which are [details to be inserted]."

5 To be considered on a case-by-case basis. If a negative target market is deemed necessary, wording along the following lines could be included: "The target market assessment indicates that Notes are incompatible with the needs, characteristics and objectives of clients which are [details to be inserted]."
of Notes in any other circumstances.

Terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions set forth in the Base Listing Particulars dated 7 June 2019 [and the supplemental Base Listing Particulars dated [•]] [which [together] constitute[s] a base listing particulars] for the purposes of [admission to trading on the [Global Exchange Market of the Irish Stock Exchange plc trading as Euronext Dublin/Luxembourg Stock Exchange’s Euro MTF Market/other non regulated market][the issue of unlisted Notes]]. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with such Base Listing Particulars [as so supplemented], which together constitute the listing prospectus with respect to the Notes described herein for the purposes of the listing rules of the SIX Swiss Exchange].

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Base Listing Particulars [as so supplemented]. The Base Listing Particulars [and the supplemental Base Listing Particulars] [is] [are] [available for viewing at www.ise.ie / other - please specify] and copies may be obtained from the offices of The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building - Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg and The Bank of New York Mellon SA/NV Dublin Branch, 4th Floor, Hanover Building, Windmill Lane, Dublin 2, Ireland.] [are available at UBS Investment Bank, a business division of UBS AG, P.O. Box CH-8001, Zurich, Switzerland, or can be ordered by telephone (+41 44 239 47 03), fax (+41 44 239 69 14) or by e-mail to swiss-prospectus@ubs.com.]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Listing Particulars with an earlier date.

[Terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions (the "Conditions") set forth in the Base Listing Particulars dated [original date] [and the supplemental Base Listing Particulars dated [•]]. This document constitutes the Pricing Supplement of the Notes described herein [for the purposes of [admission to trading on the [Global Exchange Market of the Irish Stock Exchange plc trading as Euronext Dublin/Luxembourg Stock Exchange’s Euro MTF Market/other - please specify][the issue of unlisted Notes]] and must be read in conjunction with the Base Listing Particulars dated 7 June 2019 [and the supplemental Base Listing Particulars dated [date]], save in respect of the Conditions which are extracted from the Base Listing Particulars dated [original date] [and the supplemental Base Listing Particulars dated [•]] and are attached hereto [, which together constitute the listing prospectus with respect to the Notes described herein for the purposes of the listing rules of the SIX Swiss Exchange]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement, the Conditions and the Base Listing Particulars dated 7 June 2019 [and the supplemental Base Listing Particulars dated [•]]. [The Base Listing Particulars [and the supplemental Base Listing Particulars] are available for viewing at [www.ise.ie / other - please specify]] and copies may be obtained from the offices of The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon SA/NV, Luxembourg Branch, Vertigo Building - Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg and The Bank of New York Mellon SA/NV Dublin Branch, 4th Floor, Hanover Building, Windmill Lane, Dublin 2, Ireland.] [are available at UBS Investment Bank, a business division of UBS AG, P.O. Box CH-8001, Zurich, Switzerland, or can be ordered by telephone (+41 44 239 47 03), fax (+41 44 239 69 14) or by e-mail to swiss-prospectus@ubs.com.]

[Include whichever of the following apply or specify as “Not Applicable” (N/A)/to be deleted. Italics denote guidance for completing this Pricing Supplement.]

Description of the Product

Product Structure

6 In the case of SIX-listed Notes.

7 In the case of SIX-listed Notes.
[The Note is a product that offers Investors [•] Interest payments. The Rate of Interest is [•]. Investors will receive [•]/[100]% of the outstanding aggregate nominal amount in cash on the Maturity Date.]

### Main Details

| Issuer: | UBS AG acting out of its [•] branch [head offices in Basel and Zurich] |
| Status: | [Senior / Subordinated] |
| Series Number: | [number/year, e.g. 1/00] |
| Tranche Number: | [number, e.g. 1] |

| Security Numbers: | ISIN: [•] | Swiss Valor: [•] |
| | WKN: [•] | Common Code: [•] |
| | [FISN: [•]] | [CFI Code: [•]] |
| | CUSIP: [•] |

**Aggregate Nominal Amount:** [•]

**Specified Denominations:** [currency / amount for each denomination]

[The Notes may be issued, traded or redeemed in integral multiples of currency/amount (e.g. US$1,000 subject to a minimum lot of currency/amount (e.g. US$100,000)]

[Notes which may be listed on the Global Exchange Market of Euronext Dublin and/or the Euro MTF Market of the Luxembourg Stock Exchange and/or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system situated or operating in a member state of the European Union may not have a minimum denomination of less than €1,000 (or nearly equivalent in another currency).]

[If the Notes will be issued in or into Australia, the denominations may be any amount provided that the minimum aggregate consideration payable by each offeree is at least A$500,000 (or the equivalent in another currency, in either case disregarding moneys lent by the offeror or to its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Chapter 7 of the Corporations Act 2001 of Australia.]

**Calculation Amount:** [•]

**Issue Price:** [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
Settlement Currency or Currencies: [•]

Method of distribution: [Syndicated/Non syndicated]

**Dates**

Pricing Date: [•]

Issue Date: [day/month/year]

Interest Commencement Date: [day/month/year]

[Interest Payment Date(s): [•] in each year [adjusted [for payment purposes only] in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]]/[not adjusted]]

Maturity Date: [day/month/year] [For Floating Rate Notes, insert: the Interest Payment Date falling in or nearest to [specify month and year]]

**Information on Underlying**

Underlying [•]

**Interest**

Interest Basis: [[•] per cent. Fixed Rate]


[Zero Coupon]

[Index-linked Interest]

[Other (specify)]

[[further particulars specified below]]

[Fixed Rate Note Provisions: [Applicable/Not Applicable]]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

[Rate(s)] of Interest: [•] per cent. per annum payable [annually/semi-annually/quarterly/monthly/other (specify)] in arrear

[Fixed Coupon: [•] per Calculation Amount(s)]

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8 Note that for Renminbi or Hong Kong dollar denominated Fixed Rate Notes where Interest Payment Dates are subject to modification it will be necessary to use the second option here.

9 For Renminbi or Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification, the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated
[(Party responsible for calculating the Fixed Coupon Amount(s):)]

[Include this item for Renminbi Notes only: The Agent[•] shall be the Calculation Agent]

[Broken Amount:]

[•] per Calculation Amount, payable on the Interest Payment Date falling [in/on]

[ ] [insert particulars of any initial or final broken interest amounts which do not
correspond with the Fixed Coupon Amount(s)]]

[Day Count Fraction:]

[30/360/(Actual/Actual (ICMA/ISDA))/(Actual/365 (Fixed))/

[any other]]

[Other terms relating to the method of calculating interest for Fixed Rate Notes:]

[give details]]

[Indication of yield:]

[•]]

[Floating Rate Note Provisions:]

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

[Specified Period:]

[(•)/Not Applicable]

(Specified Interest Period and Interest Payment Dates are alternatives. A Specified
Period, rather than Interest Payment Dates will only be relevant if the Business
Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar
Convention. Otherwise select "Not Applicable",.)]

[Business Day Convention:]

[FNR Convention/Following Business Day Convention/Modified Following
Business Day/any other]]

[Screen Rate Determination/ISDA Determination/any other]]

[Manner in which the Rate(s) of Interest is/are to be determined:

[Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s)
(if not the Agent):

[•]]

[If ISDA Determination:

(a) Floating Rate Option: [•]

(b) Designated Maturity: [•]

(c) Reset Date(s): [•]

[(d) ISDA Definition: 2000 ISDA Definition / 2006 ISDA Definition]]

by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005 for the case of Renminbi denominated Fixed Rate Notes, for the case of Renminbi denominated Fixed Rate Notes to the nearest HK$0.01, HK$0.005 for the case of Hong Kong dollar denominated Fixed Rate Notes, being rounded upwards."

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[If Screen Rate Determination:


(b) Interest Determination Date:

(c) Relevant Screen Page: [•]

[Margin(s): [+] [•] per cent. per annum]

[Minimum Rate of Interest (Floor): [•]% per annum]

[Maximum Rate of Interest (Cap): [•]% per annum]

[Day Count Fraction: 30/360 Actual/360 Actual/365 Actual/Actual (ICMA) Actual/Actual (ISDA any other)]

[Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions and the Agency Agreement: [•]]


[Benchmark Replacement Condition: [Applicable/Not Applicable] (in the case of Fixed Rate Notes, please always select "Not Applicable")]

[Zero Coupon Note Provisions: [Applicable/Not Applicable] (in the case of Swiss Notes, please always select 'Not applicable')]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[Accrual Yield: [•] per cent. per annum]

[Reference Price: [•]]

[Any other formula/basis of determining amount payable: [e.g. consider whether it is necessary to specify an alternative Day Count Fraction]]
[Index-linked Note Provisions][10]:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[Index/formula]:

[(give or annex details)]

[Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Agent)]:

[•]

[Provisions for determining coupon or redemption amount where calculation by reference to Index and/or formula is impossible or impracticable]:

[•]

[Interest Period(s)]:

[•]

[Specified Interest]:

[•]

[FRN Convention/Following Business Day Convention/Modified Following Business Convention/Preceding Business Day Convention/other (give details)]:

[Minimum Rate of Interest (Floor)]:

[•]% per annum

[Maximum Rate of Interest (Cap)]:

[•]% per annum

[Day Count Fraction]:

[Insert Day Count Fraction and if not defined in the Conditions, define it here.]

[Performance of index/formula/other variable, explanation of effect on value of investment and associated risks and other information concerning the underlying]:

[•]

[The Issuer intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

[Dual Currency Note Provisions]:

[Applicable/Not applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

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[10] Where there is an option for physical settlement and the underlying index/security contains/is one or more securities in bearer form, such Index Linked Note may only be issued subject to the receipt of written pre-approval by UBS Group Tax-Americas.
[Rate of Exchange/method of calculating Rate of Exchange: ]

[Calculation Agent responsible for calculating the Rates(s) of Interest and Interest Amount(s) (not the Agent): ]

[Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: ]

[Person at whose option Currency(ies) is/are payable: ]

[Performance of rate[s] of exchange and explanation of effect on value of investment: ]

[Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident: ]

**Redemption**

Redemption Amount: [currency/amount e.g. US$1,000,000]

[•] per cent.

Other (insert details, e.g. to be determined in accordance with the following formula [•])

[Redemption at the option of the Issuer: ] [Applicable/Not Applicable]

[Redemption at the option of the Noteholders: ] [Applicable/Not Applicable]

[Tax Redemption Amount: ]

If the Notes are redeemed as a result of the Issuer being required to pay Additional Amounts then the Redemption Amount will be [•] (insert details)

[Optional Redemption Amount: ]

[•] per Calculation Amount / [Make Whole redemption Price] [in the case of the Optional Redemption Date(s) falling [on [•]] / [in the period from and including [•] to be excluding [•]]

[(Insert details e.g. to be determined in accordance with the following formula]
Optional Redemption Date: [•] / (Any date from and including [•] to but excluding [•])

Notice period for notice to the Noteholders in the case of redemption at the option of the Issuer: [Not Applicable / Not less than 15 nor more than 35 days' notice / [•]]

Notice period for redemption at the option of the Noteholders: [Not Applicable / Not less than 15 nor more than 30 days' notice / [•]]

Minimum/Higher Redemption Amount: [•]

Make-Whole Redemption: [Applicable / Not Applicable]

(If not applicable date the remaining sub paragraphs (a) – (f) below)

(a) Make-Whole Redemption Dates(s): [•]

(b) Reference Bond(s): [•] / [Not Applicable]

(c) Reinvestment Margin: [•]

(d) Reinvestment Rate Determination Date: [•]

(e) Quotation Time: [•]

(f) Notice period for notice to the Noteholders if difference from that set out in the Conditions: [Not less than 15 and no more than 35 days' prior notice] / [•]

Other Redemption details: ([Insert details])

Final Redemption Amount of each Note\(^{11}\): [•] per Calculation Amount

[In cases where the Final Redemption Amount is Index-linked or other variable-linked:

(i) Index/Formula/variable: [give or annex details]

(ii) Calculation Agent responsible for calculating the Final Redemption Amount: [•]

(iii) Provisions for determining Final Redemption amount where

\(^{11}\) Where there is an option for physical settlement and the underlying index/security contains/is one or more securities in bearer form, such Index Linked Note may only be issued subject to the receipt of written pre-approval by UBS Group Tax-Americas.
calculated by reference to Index and/or Formula and/or other variable:

[(iv) Determination Date(s):] [•]

[(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:

[(vi) Payment Date: ] [•]

[(vii) Minimum Final Redemption Amount: ] [•] per Calculation Amount

[(viii) Maximum Final Redemption Amount: ] [•] per Calculation Amount

[Early Redemption Amount: ] [•]

[Early Redemption Amount(s) of each Note payable on event of default or other early redemption and/or the method of calculating the same: ] [•] (specify if different from that set out in the Conditions)]

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### Additional Information

[Applicability of Condition 8(e)(Consequences of a Renminbi Currency Event):] [Applicable / Not Applicable]

(Insert in the case of Renminbi Notes only)

[Form of Notes: Registered Notes]:

[[Unrestricted Global Note] registered in the name of a nominee for [DTC/a common depositary for Euroclear, Clearstream Luxembourg [and Clearstream Frankfurt]/a common safekeeper for Euroclear and Clearstream Luxembourg]]

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Notes may be issued in bearer form also, subject to the receipt of written pre-approval by the UBS Group Tax-Americas. Optional wording for bearer Notes:

Bearer Notes:

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for definitive Notes on 45 days’ notice/in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for definitive Notes]

[Permanent Global Note exchangeable for definitive Notes on 45 days’ notice/in the limited circumstances specified in the Permanent Global Note]

[in the case of SIS Notes issued by the Issuer acting through a non-Swiss branch: Bearer SIS Notes]

(No Bearer SIS Notes are to be issued by the Issuer acting through its head offices in Basel and Zurich)
[[Restricted Global Note] registered in the name of a nominee for [DTC]]

[[Unified Global Note]]

[[Uncertificated Swiss SIS Notes]]

[[Uncertificated Swiss Non-SIS Notes]]

Any notice delivered by (or on behalf of) any Noteholder for purposes of electing to convert the Notes into Uncertificated Swiss SIS Notes in accordance with Condition 2(e)(ii), shall be delivered to [insert name/contact details/any other relevant information] ¹⁴

[[New Global Note]: [Yes/No/Not Applicable]]

[[New Safekeeping Structure]: [Yes/No/Not Applicable]]

[[Business Day]: [Insert Financial Centres]]

[[Insert Currencies - e.g. US$ and CHF]]

[[Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature)]: [Yes. The talons mature on [•] / No.]]

[[Details relating to Partly Paid Notes]: [Not Applicable / give details]]

[[Amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment]: [•]]

[[Redenomination applicable]: [Yes/No]]

[[Specify any modifications]]

[[Exchangeability applicable]: [Yes/No]]

[[Specify any modifications]]

[[Other final terms or special conditions]: [Not Applicable / give details]]

Where the Notes are to be issued into Australia (other than by UBS AG Australia Branch) and it is necessary or intended that the Notes should satisfy the requirements of Prudential Standard GPS 120, additional terms/provisions will need to be incorporated to ensure that the Notes are (1)

¹³ To be issued by UBS Head Office, UBS AG London Branch or UBS AG Jersey Branch only.

¹⁴ To be issued by UBS Head Office, UBS AG London Branch or UBS AG Jersey Branch only.
in registered form, (2) evidenced by entries in a register kept in Australia, (3) cleared through the "Austraclear system", (4) constituted by an Australian law governed deed poll kept in Australia and (5) expressed to be payable in Australia except where prohibited by law.)

[Relevant Benchmark[s]]: ([specify benchmark] is provided by [administrator legal name] [repeat as necessary]. [As at the date hereof, [administrator legal name][[appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of Regulation (EU) 2016/1011, as amended) / [As far as the Issuer is aware, as at the date hereof, the [specify benchmark] does not fall within the scope of Regulation (EU) 2016/1011, as amended] / [Not Applicable]

[Interests of Natural and Legal Persons involved in the Issue / Offer]: [•]/[Save as discussed in "Subscription and Sale" in the Base Listing Particulars, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer./[•]]

[Reasons for Offer]: [The net proceeds will be sued by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS group, in each case outside of Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland (insert in the case of an issuance by a Branch) / The net proceeds will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS Group (insert in the case of an issuance by the UBS Head Office) / Other]

[(ii) Estimated net proceeds: [•]]
[(iii) Estimated total expenses: [•]]

[If syndicated, names and address of Managers and their underwriting commitments: [Not Applicable/give names] (Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)]
U.S. Selling Restrictions\textsuperscript{15}: [Reg. S Compliance Category 2; TEFRA C/TEFRA D/TEFRA not applicable; Rule 144A]

[ERISA:][Eligible: [Yes/No]][Select “yes” for Notes whose terms provide for payment in full of principal at their stated maturity or if otherwise an ERISA Plan may purchase, hold or hold any interest in the Notes]]

[Withholding under Section 817(m):][Not applicable]\textsuperscript{16}[The Notes are subject to U.S. federal withholding tax under Section 871(m).] [Additional information regarding the application of Section 871(m) to the Notes will be available at [•]]

[Prohibition of sales to EEA Retail Investors:][Applicable]/[Not Applicable]

\textit{(If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document required by the PRIIPs Regulation will be prepared, "Applicable" should be specified.)}

[Additional selling restrictions:][Not Applicable/give details]]

[Issuer’s rating:][• Moody’s Deutschland GmbH / [•] S&P Global Ratings Europe Limited / [•] Fitch Ratings Ltd / [•] Scope Ratings AG / [[•] [other]]*(as of [insert day when the rating was checked])

* The exact legal name of the rating agency entity providing the rating should be specified - for example “Standard & Poor’s Credit Market Services Europe Limited”, rather than just Standard and Poor’s.

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

In Australia, credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act 2001 of Australia ("Corporations Act") and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive credit ratings.

\textsuperscript{15} TEFRA may be applicable where Notes are issued in bearer form or for Index Linked Notes where there is an option for physical settlement and the underlying index/security contains/is one or more securities in bearer form. In such cases written pre-approval by the UBS Group Tax-Americas is required.

\textsuperscript{16} The Notes should not be subject to U.S. federal withholding tax under Section 871(m), if they (i) do not reference any U.S. equity or any index that contains any U.S. equity (ii) reference indices considered to be "qualified indices" for purposes of Section 871(m) or (iii) are Non-Delta-One Notes and are issued prior to 1 January 2019. Delta-One Notes issued on or after 1 January 2017 or Non-Delta-One Notes issued on or after 1 January 2019 that reference a U.S. equity or index that contains any U.S. equity are subject to additional testing on a trade-by-trade basis to determine whether they are Section 871(m) Notes.
the Base Listing Particulars or this Pricing Supplement and anyone who receives
the Base Listing Particulars and this Pricing Supplement must not distribute it to
any person who is not entitled to receive it.]

[Intended to be held in a manner which would allow Eurosystem eligibility:]

[Not Applicable] /

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper),][include this text for Registered Notes] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met] /

[No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper),][include this text for Registered Notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met]

[Not Applicable]/[Euroclear Bank SA/NV / Clearstream Banking S.A. / Clearstream Banking AG / DTC / SIX SIS Ltd / [give names and numbers]]

[Princpal Swiss Paying Agent:]

[The Bank of New York Mellon, acting through its London Branch/UBS Head Office/UBS AG/UBS Switzerland AG/UBS Europe SE]/[•]

Registrar:

[The Bank of New York Mellon SA/NV, Luxembourg Branch/UBS AG/UBS Switzerland AG/UBS Europe SE]/[•]

Names and address of additional Paying Agent(s) (if any):

[Not Applicable]/[•]


[Irish Paying Agent: The Bank of New York Mellon SA/NV Dublin Branch]

[Agency Agreement:]

[The Uncertificated Swiss Note Agency Agreement dated [•]]/[The Supplemental Agency Agreement dated [•]]

[Listing:]

[Luxembourg - Euro MTF/Ireland Global Exchange Market/SIX Swiss Exchange/other (specify)/None]

17 Insert in the case of Swiss Notes.
18 In the case of Uncertificated Swiss SIS Notes.
Admission to trading: [Application has been made for the Notes to be admitted to trading on [•] with effect from [•].] [The Notes have been provisionally admitted to trading with effect from [•].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)

Period of trading: [First trading date until] (Include for SIX listed Notes.)

Status [Senior/Subordinated]

Delivery: Delivery [against/free of] payment

Responsibility statement and third party information: The Issuer accepts responsibility for the information contained in [the Base Listing Particulars as amended and supplemented as of the date hereof and] this Pricing Supplement. [To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in the Base Listing Particulars as amended and supplemented as of the date hereof together with this Pricing Supplement is correct and no material facts or circumstances have been omitted therefrom.] [([•] has been extracted from [•].) The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduction inaccurate or misleading.]

Material changes: Except as disclosed in the Base Listing Particulars as amended and supplemented as of the date hereof, no material changes have occurred in the Issuer’s assets and liabilities, financial position or profits and losses since [insert the balance sheet date of the Issuer’s most recently published annual or interim financial statements].]

LISTING AND ADMISSION TO TRADING APPLICATION

This Pricing Supplement comprises the final terms required for the Notes described herein to be [listed on the official list and admitted to trading on the Irish Stock Exchange plc trading as Euronext Dublin’s Global Exchange Market] [admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange] [specify any other non-regulated market] pursuant to the Euro Note Programme of UBS AG.

GOVERNING LAW

[Insert in the case of Notes which are not Swiss Notes]: English law][Insert in the case of Subordinated Notes: except for Condition 5(b) (Status of the Notes - In the case of Subordinated Notes), which is governed by Swiss law][Insert in the case of Swiss Notes: Swiss law.]

PLACE OF JURISDICTION

[Insert in the case of Notes which are not Swiss Notes]: England][Insert in the case of Swiss Notes]: The courts of the Canton of Zurich (venue being City of Zurich).]
Signed on behalf UBS AG [acting through its head office in Basel and Zurich] [branch], as Issuer:

By:  
By:  

Duly authorized  
Duly authorized
Schedule 1: Market Disruption Events

[•]19

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19 To be updated as necessary on a trade by trade basis.
Additional information

Product Documentation

[•]

Important Information

[•]

Selling Restrictions

[•]
TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of Notes who are in any doubt as to their tax positions should consult their professional advisers.

SWITZERLAND

(a) Withholding tax

Notes issued by the Issuer acting through a non-Swiss branch: according to the present law and practice of the Swiss Federal Tax Administration, provided that the Issuer is recognised as a bank by the banking laws in force in the jurisdiction of the branch, effectively conducts banking activities and the net proceeds from the issue of Notes are used at all times while they are outstanding outside Switzerland, payments in respect of the Notes by the Issuer are not subject to Swiss withholding tax.

Notes issued by UBS Head Office: according to the present Swiss law and practice of the Swiss Federal Tax Administration, payments of interest on the Notes and payments which qualify as interest for Swiss withholding tax purposes, are subject to Swiss withholding tax at a rate of currently 35 per cent. If the respective requirements are met, the holder of a Note residing in Switzerland is entitled to a full refund or tax credit for the Swiss withholding tax whereas a holder of a Note who is not resident in Switzerland may be entitled to claim a full or partial refund of the Swiss withholding tax by virtue of the provisions of an applicable double taxation treaty, if any, concluded between Switzerland and the country of residence of such holder.

Potential New Withholding Tax Legislation: On 4 November 2015 the Swiss Federal Council announced that it had mandated the Swiss Federal Finance Department to appoint a group of experts to prepare a proposal for a reform of the Swiss withholding tax system. The proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. This paying agent-based regime is expected to be similar to the one contained in the draft legislation published by the Swiss Federal Council on 17 December 2014, which was subsequently withdrawn on 24 June 2015. If such a new paying-agent based regime were to be enacted, and were to result in the deduction or withholding of Swiss withholding tax on any interest payments in respect of a Note by any person other than the Issuer, the holder of such Note would not be entitled to receive any Additional Amounts as a result of such deduction or withholding under the terms of the Notes.

(b) Transfer Stamp Tax

Notes issued by the Issuer acting through a non-Swiss branch: there is no transfer stamp tax liability in Switzerland in connection with the issue and redemption of the Notes.

Notes with a term of more than 12 months which are sold through a Swiss or a Liechtenstein domestic bank or a Swiss or a Liechtenstein domestic securities dealer (as defined in the Swiss Federal Stamp Duty Law), are subject to the Swiss securities transfer stamp tax (turnover tax) of presently 0.3 per cent. with some exceptions as detailed in the Swiss Federal Stamp Duty Law.

Notes issued by UBS Head Office: there is no transfer stamp tax liability in Switzerland in connection with the issue and redemption of the Notes.

Notes with a term of more than 12 months which are sold through a Swiss or a Liechtenstein domestic bank or a Swiss or a Liechtenstein domestic securities dealer (as defined in the Swiss Federal Stamp Duty Law), are subject to the Swiss securities transfer stamp tax (turnover tax) of presently 0.15 per cent. with some exceptions as detailed in the Swiss Federal Stamp Duty Law.

(c) Income Tax

Under current Swiss law, a Noteholder who is a non-resident of Switzerland and who, during the taxable year, has not engaged in trade or business through a permanent establishment or fixed place in Switzerland to which the Notes are attributable and who is not subject to taxation by Switzerland
for any other reason will not be subject to Swiss Federal, Cantonal or Municipal income or other tax on gains on the sale of, or payment received under, any Notes.

**Notes without a "predominant one-time interest payment"**: Holders of Notes without a predominant onetime interest payment (the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time-interest-payment) who are individuals receive payments of interest on Notes (either in the form of periodic interest payments or as a one-time-interest-payment such as an issue discount or a repayment premium) are required to include such payments in their personal income tax return and will be taxable on any net taxable income (including the payments of interest on the Notes) for the relevant tax period.

**Notes with a "predominant one-time interest payment"**: In the case of Notes with a "predominant one-time interest payment" (the yield-to-maturity predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments), the positive difference (including any capital and foreign exchange gain) between the amount received upon sale or redemption and the issue price (if the Notes were purchased thereafter) will be classified as a taxable interest payment, as opposed to a tax-free capital gain (differential taxation method). Losses realised on the sale of Notes with a "predominant onetime interest payment" may be offset against gains realised within the same tax period on the sale of any notes with a "predominant one-time interest payment".

Swiss-resident, individual taxpayers who hold Notes as part of Swiss business assets and Swiss resident corporate taxpayers and individual or corporate taxpayers resident abroad holding Notes as part of a Swiss permanent establishment or a fixed place of business in Switzerland are required to recognise payment of the interests on the Notes and capital gains on sale of a Note in their income statement for the respective tax period and are taxable on any net taxable earnings for such period.

(d) Automatic Exchange of Information in Tax Matters

On November 19, 2014, Switzerland signed the Multilateral Competent Authority Agreement (the "MCAA"). The MCAA is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the "AEOI"). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the "AEOI Act") entered into force on January 1, 2017. The AEOI Act is the legal basis for the implementation of the AEOI standard in Switzerland.

The AEOI is being introduced in Switzerland through bilateral agreements or multilateral agreements. The agreements have, and will be, concluded on the basis of guaranteed reciprocity, compliance with the principle of speciality (i.e. the information exchanged may only be used to assess and levy taxes (and for criminal tax proceedings)) and adequate data protection.

Based on such multilateral or bilateral agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or in a treaty state.

(e) Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA. The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland.

**AUSTRALIA**

*The following is a general summary of certain Australian withholding tax consequences under the Australian Tax Act, Schedule 1 to the Taxation Administration Act 1953 of Australia and any relevant*
regulations, rulings or judicial or administrative announcements at the date of this Base Prospectus/Base Listing Particulars, of payments of interest and certain other amounts on Notes to be issued by UBS AG Australia Branch under the Programme and certain other matters. This summary does not apply to the Notes issued by UBS Head Office or any other Branch of the Issuer.

The summary is not exhaustive and should be treated with appropriate caution. In particular, the summary does not deal with the position of certain classes of Noteholders (including, without limitation, dealers in securities, custodians or other third parties who hold the Notes on behalf of other persons). In addition, unless expressly stated, the summary does not consider the Australian tax consequences for persons who hold interests in the Notes through Austraclear, Euroclear, Clearstream Luxembourg, the CMU or another clearing system.

Prospective Noteholders should also be aware that particular terms of issue of any Series of Notes may affect the tax treatment of that and other Series of Notes. This summary is not intended to be, nor should it be construed as legal or tax advice to any particular investor. Prospective holders of the Notes who are in any doubt as to their tax position should consult their professional advisers on the tax implications of an investment in the Notes in their particular circumstances.

1. **INTRODUCTION**

The Australian Tax Act characterises securities as either "debt interests" (for all entities) or "equity interests" (for companies) including for the purposes of interest withholding tax ("IWT") and dividend withholding tax. IWT is payable at a rate of 10 per cent. of the gross amount of interest paid by UBS AG Australia Branch to a non-resident of Australia (other than a non-resident acting at or through a permanent establishment in Australia) or a resident acting at or through a permanent establishment outside Australia unless an exemption is available. For these purposes, interest is defined in section 128A(1AB) of the Australian Tax Act to include amounts in the nature of, or in substitution for, interest and certain other amounts.

UBS AG Australia Branch intends to issue Notes which will be characterised as both "debt interests" and "debentures" for these purposes. If Notes are issued which are not so characterised, further information on the material Australian tax consequences of payments of interest and certain other amounts on those Notes will be specified in the relevant Final Terms (or another relevant supplement to this Base Prospectus/Base Listing Particulars).

2. **INTEREST WITHHOLDING TAX**

An exemption from IWT is available in respect of interest paid on the Notes if the requirements of section 128F of the Australian Tax Act are satisfied.

The requirements under section 128F for an exemption from IWT in respect of the Notes are as follows:

(a) UBS AG is a company and non-resident of Australia carrying on business at or through a permanent establishment in Australia when it issues the Notes and when interest (as defined in section 128A(1AB) of the Australian Tax Act) is paid.

(b) the Notes are issued in a manner which satisfies the public offer test. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that UBS AG Australia Branch is offering those Notes for issue. In summary, the five methods are:

(i) offers to 10 or more unrelated financiers, securities dealers or entities that carry on the business of providing finance, or investing or dealing in securities, in the course of operating in the financial markets;

(ii) offers to 100 or more investors of a certain type;

(iii) offers of listed Notes;

(iv) offers via publicly available information sources; and
(v) offers to a dealer, manager or underwriter who offers to sell the Notes within 30 days by one of the preceding methods.

In addition, the issue of any of those Notes (whether global in form or otherwise) and the offering of interests in any of those Notes by one of these methods should satisfy the public offer test;

(c) UBS AG does not know, or have reasonable grounds to suspect, at the time of issue, that the Notes or an interest in a Note was being, or would later be, acquired directly or indirectly by an "associate" of UBS AG, except as permitted by section 128F(5) of the Australian Tax Act; and

(d) at the time of the payment of interest, UBS AG does not know, or have reasonable grounds to suspect, that the payee is an "associate" of UBS AG, except as permitted by section 128F(6) of the Australian Tax Act.

Exemptions under recent tax treaties

The Australian government has signed new or amended double tax conventions ("New Treaties") with a number of countries (each a "Specified Country") which contain exemptions from IWT. In broad terms, once implemented the New Treaties prevent IWT applying to interest derived by:

- the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; and

- a "financial institution" which is a resident of a "Specified Country" and which is unrelated to and dealing wholly independently with UBS AG. The term "financial institution" refers to either a bank or any other enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back-to-back loan or an economically equivalent arrangement will not qualify for this exemption.

The Australian Federal Treasury maintains a listing of Australia's double tax conventions on its website.

Compliance with section 128F of the Australian Tax Act

Unless otherwise specified in a relevant Final Terms (or another relevant supplement to this Base Prospectus/Base Listing Particulars), UBS AG Australia Branch intends to issue Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

Notes in bearer form - Section 126 of the Australian Tax Act

Section 126 of the Australian Tax Act imposes a type of withholding tax (see below in relation to the rate) on the payment of interest on Notes in bearer form if UBS AG fails to disclose the names and addresses of the holders to the Australian Taxation Office. Section 126 does not apply to the payment of interest on Notes in bearer form held by non-residents who do not carry on business at or through a permanent establishment in Australia where the issue of those Bearer Notes has satisfied the requirements of section 128F of the Australian Tax Act or IWT is payable.

In addition, the Australian Taxation Office has confirmed that for the purpose of section 126 of the Australian Tax Act, the holder of debentures (currently, at a rate of 45 per cent) is the person in possession of the debentures. Section 126 is therefore limited in its application to persons in possession of Notes in bearer form who are residents of Australia or non-residents who are engaged in carrying on business in Australia at or through a permanent establishment in Australia. Where interests in the relevant Notes are held through the Euroclear, Clearstream Luxembourg or Clearstream Frankfurt systems, UBS AG Australia Branch intends to treat the operators of those clearing systems as the holders of the relevant Bearer Notes for the purposes of Section 126 of the Australian Tax Act.
3. **OTHER TAX MATTERS**

Under Australian laws as presently in effect:

(A) *death duties* - no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;

(B) *stamp duty and other taxes* - no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue, transfer or redemption of any Notes or transfer of any Notes;

(C) *TFN withholding* - withholding tax is imposed (currently, at a rate of 47 per cent) on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian Tax File Number ("TFN"), (in certain circumstances) an Australian Business Number ("ABN") or proof of some other exemption (as appropriate).

Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, the TFN withholding rules do not apply to payments to a holder of Notes in registered form who is not a resident of Australia and not holding such Notes in the course of carrying on business at or through a permanent establishment in Australia. Payments to other classes of holders of Notes in registered form may be subject to a withholding where the holder of those Notes does not quote a TFN, ABN or proof of an appropriate exemption (as appropriate).

(D) *supply withholding tax* - payments in respect of the Notes can be made free and clear of the "supply withholding tax" imposed pursuant to Section 12-190 of Schedule 1 to the TAA; and

(E) *goods and services tax (GST)* - neither the issue nor receipt of the Notes will give rise to a liability for GST in Australia on the basis that the supply of Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber) a GST-free supply. Furthermore, neither the payment of principal or interest by UBS AG Australia Branch, nor the disposal of the Notes, would give rise to any GST liability in Australia.

**UNITED KINGDOM**

The following is a summary of the United Kingdom withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Notes. It is based on current law and the published practice of Her Majesty's Revenue and Customs ("HMRC"), which may be subject to change, sometimes with retrospective effect. The comments do not deal with other United Kingdom tax aspects of acquiring, holding or disposing of Notes. The comments relate only to the position of persons who are absolute beneficial owners of the Notes. Prospective Noteholders should be aware that the particular terms of issue of any series of Notes as specified in the relevant Final Terms may affect the tax treatment of that and other series of Notes.

The following is a general guide for information purposes and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser.

Noteholders who are in any doubt as to their tax position should consult their professional advisers.

Noteholders who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of the Notes are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Notes. In particular, Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

The following assumes that UBS AG is not resident in the United Kingdom for United Kingdom tax purposes, that (except in the case of Notes issued by UBS AG London Branch) UBS AG is not issuing the Notes for
the purposes of a trade or other business carried on by it in the United Kingdom and that only interest on
Notes issued by UBS AG London Branch has a United Kingdom source.

1. UK WITHHOLDING TAX ON UK SOURCE INTEREST

1.1 UK Notes listed on a recognised stock exchange

The Notes issued by UBS AG London Branch which carry a right to interest ("UK Notes") will constitute "quoted Eurobonds" provided they are and continue to be listed on a recognised stock exchange (within the meaning of section 1005 of the Income Tax Act 2007 (the "Act") or admitted to trading on a "multilateral trading facility" operated by an EEA-regulated recognised stock exchange (within the meaning of section 987 of the Act). Whilst the UK Notes are and continue to be quoted Eurobonds, payments of interest on such UK Notes may be made without withholding or deduction for or on account of United Kingdom income tax. The Luxembourg Stock Exchange, Euronext Dublin and SIX Swiss Exchange are recognised stock exchanges. The Issuer's understanding of current HMRC practice is that securities which are officially listed and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange, the Global Exchange Market of Euronext Dublin or the SIX Swiss Exchange in accordance with the International Reporting Standard or the Swiss Reporting Standard may be regarded as "listed on a recognised stock exchange" for these purposes.

1.2 All UK Notes

In addition to the exemption set out in paragraph 1.1 above, interest on the UK Notes may be paid without withholding or deduction for or on account of United Kingdom income tax so long as UBS AG London Branch is a "bank" for the purposes of section 878 of the Income Tax Act 2007 and so long as such payments are made by the Issuer in the ordinary course of its business.

Interest on the UK Notes may also be paid without withholding or deduction for or on account of United Kingdom income tax so long as UBS AG London Branch is authorised for the purposes of the Financial Services and Markets Act 2000 and its business consists wholly or mainly of dealing in financial instruments (as defined by section 984 of the Income Tax Act 2007) as principal and so long as such payments are made by UBS AG London Branch in the ordinary course of that business.

1.3 All other cases

In all cases falling outside the exemptions described in 1.1, 1.2 and 1.3 above, interest on the UK Notes may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to such relief or exemption as may be available. However, this withholding will not apply if the relevant interest is paid on UK Notes with a maturity of less than one year from the date of issue and which are not issued under arrangements the effect of which is to render such UK Notes part of a borrowing with a total term of a year or more.

2. PAYMENTS UNDER DEED OF COVENANT

Any payments made by UBS AG London Branch under the Deed of Covenant may not qualify for the exemptions from UK withholding tax described in 1 above.

3. OTHER RULES RELATING TO UNITED KINGDOM WITHHOLDING TAX

UK Notes may be issued at an issue price of less than 100 per cent. of their principal amount. Any discount element on any such Notes should not be subject to any United Kingdom withholding tax pursuant to the provisions mentioned in 1 above.

Where UK Notes are to be, or may fall to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest. Payments of interest are subject to United Kingdom withholding tax as outlined above.

Where interest has been paid under deduction of United Kingdom income tax, Noteholders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.
The references to "interest" in this summary of the United Kingdom withholding tax position mean "interest" as understood in United Kingdom tax law. The statements in this summary do not take account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the Notes or any related documentation. Where a payment on a Note does not constitute (or is not treated as) interest for United Kingdom tax purposes, and the payment has a United Kingdom source, it would potentially be subject to United Kingdom withholding tax if, for example, it constitutes (or is treated as) an annual payment or a manufactured payment for United Kingdom tax purposes (which will be determined by, amongst other things, the terms and conditions specified by the relevant Final Terms of the Note). In such a case, the payment may fall to be made under deduction of United Kingdom tax (the rate of withholding depending on the nature of the payment), subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply. Noteholders or Couponholders should seek their own professional advice as regards the withholding tax treatment of any payment on the Notes which does not constitute "interest" or "principal" as those terms are understood in United Kingdom tax law.

The above description of the United Kingdom withholding tax position assumes that there will be no substitution of the Issuer pursuant to Condition 14 of the Notes and does not consider the tax consequences of any such substitution.

JERSEY

The following summary of the anticipated Jersey taxation treatment based on Jersey taxation law and practice as they are understood to apply at the date of this document and is subject to changes in such taxation law and practice. It does not constitute legal or tax advice and does not address all aspects of Jersey tax law and practice (including such tax law and practice as they apply to any land or building situate in Jersey). Prospective investors in the Notes should consult their professional advisers on the implications of acquiring, buying, selling or otherwise disposing of the Notes under the laws of any jurisdiction in which they may be liable to taxation.

Payments in respect of the Notes may be paid by the Issuer without withholding or deduction for or on account of Jersey income tax and holders of Notes (other than residents of Jersey) will not be subject to any tax in Jersey in respect of the holding, sale or other disposition of such Notes.

REPUBLIC OF AUSTRIA

This summary is based on Austrian tax laws as currently in force and as applied on the date of this Base Prospectus. The following comments reflect the Issuer's understanding of certain aspects of Austrian tax laws in connection with the acquisition, ownership and disposition of the Notes. They are of rather general nature and included herein solely for information purposes. They are not intended to be, nor should they be construed to be, legal or tax advice. For their particular case, prospective investors should consult their professional legal and tax advisors.

(i) General Remarks

Individuals resident in Austria are subject to Austrian income tax (Einkommensteuer) on their worldwide income (unlimited income tax liability). Individuals qualify as residents if they have either their permanent domicile and/or their habitual abode in Austria. Otherwise they are non-resident individuals subject to income tax only on income from certain Austrian sources (limited income tax liability).

Companies resident in Austria are subject to Austrian corporate income tax (Körperschaftsteuer) on their worldwide income (unlimited corporate income tax liability). Companies qualify as residents if they have their place of effective management and/or their legal seat in Austria. Otherwise they are non-residents subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability).

Under Austrian tax law, individuals are subject to income tax pursuant to the Austrian Income Tax Act 1988 (Einkommensteuergesetz 1988, Federal Law Gazette 1988/400 - "ITA") generally at progressive tax rates between 0 per cent. and 55 per cent. Corporate entities are subject to a corporate income tax at a rate
of 25 per cent. pursuant to the Austrian Corporate Income Tax Act (Körperschaftsteuergesetz 1988, Federal Law Gazette 1988/401 - "CITA").

In case of unlimited and limited (corporate) income tax liability, Austria's right to levy taxes may be restricted by double taxation treaties.

There is no transfer tax, registration tax or similar tax payable in Austria by the holders of Notes as a consequence of the acquisition, ownership, disposition or redemption of Notes (when issued in bearer form only). The sale and purchase of Notes is not subject to Austrian stamp duty provided that no other transaction potentially taxable under the Federal Stamp Duty Act (Gebührengesetz 1957, Federal Law Gazette 1957/267 as amended) such as an assignment is entered into for which a document (Urkunde) within the meaning of the Stamp Duty Act is executed.

(ii) **Fiscal Reform 2015/2016**

Due to the fiscal reform enacted by Federal Law Gazette I 2015/118, certain tax rates have been changed with effect as of 1 January 2016. Inter alia, the highest progressive income tax rate has been raised to 55 per cent. for yearly taxable income exceeding EUR 1.000.000 (limited in time for the years 2016 to 2020). Furthermore, the special tax rate applicable to investment income and capital gains derived from debt instruments such as the Notes has been raised to 27.5 per cent.

(iii) **Austrian Residents**

Income derived from Notes by individuals with a permanent domicile or their habitual abode in Austria or corporate entities having their corporate seat or place of management in Austria is taxable in Austria pursuant to the ITA or the CITA.

**Austrian Resident Individuals**

Income derived from debt instruments such as the Notes qualifies as investment income (Einkünfte aus Kapitalvermögen). Such income comprises not only current income, i.e. interest payments and similar earnings, but also "realised" capital gains (Einkünfte aus realisierten Werntsteigerungen von Kapitalvermögen) stemming from the sale or redemption of debt instruments, irrespective of whether they have been held as business or non-business assets and irrespective of whether the profits have been realised within a particular holding period (formerly, in case of individuals, only such profits stemming from securities which were held only for a period not exceeding one year were taxed). According to the relevant provisions of the ITA, "realised" capital gains principally consist in the difference (surplus) between the proceeds from the sale or redemption of the debt instruments, i.e. their selling or redemption price, and their purchase price.

Such profits, i.e. current income and "realised" capital gains, are in principle subject to a special tax rate of 27.5 per cent. and will be deducted by the custodian bank or the paying office (Kapitalertragsteuer, Capital Proceeds Tax - "CPT"). However, as regards profits from debt instruments such as the Notes, the special tax rate will only apply in cases where the instruments have in the primary offering been offered to an undetermined number of people ("public offer"). This tax is in principle "final", which means that no further taxation will be allowed on such capital gains and that they do not have to be declared in other tax declarations of the taxpayer (in particular, a personal tax rate exceeding 27.5 per cent. will not apply). In case the taxpayer applies for regular taxation (Regelbesteuerungs-oPTION - which he might do in case his personal tax rate is below 27.5 per cent.) or for the offsetting of losses (Verlustausgleichsoption), taxation is not final. The option for regular taxation may be exercised independently from the option for the offsetting of losses by filing a respective request to the tax office. It leads to an assessment for income tax and to the application of the regular, progressive income tax rate (currently amounting to a maximum of 55 per cent. for yearly taxable income exceeding EUR 1,000,000) on all taxable capital gains.

Further, pursuant to the relevant provisions of the ITA also the withdrawal or transfer of debt instruments such as the Notes from their current investor's securities account shall, as a general rule, equally trigger CPT, unless one of the exemptions contained in the ITA applies. These exemptions are all based on the idea that no CPT shall be deducted, in cases where the taxation of potential future profits stemming from the sale or redemption of the transferred debt instruments remains in fact possible. In addition, since 1 April 2012 amended exit tax rules (Wegzugsbesteuerung) apply, which are not discussed herein.
In its international dimension, the capital gains tax applies only and CPT will only be deducted, if either the custodian bank (depotführende Stelle) or - under certain conditions - the paying office (auszahlende Stelle) is located in Austria. A paying office may be any organisational entity of a bank which is capable to credit amounts of money to cash accounts of clients or to pay in cash. In most cases the paying office will be the bank with which the investor maintains his securities account. It is not the Paying Agent (as defined in the Programme documents). The term “custodian bank” refers to banks (its branches and offices) providing the securities account to the investor and not to any other bank up in the holding chain. The custodian bank or, if applicable, the paying office will be responsible for the deduction of the capital gains tax (CPT) and its transfer to the respective Austrian tax office.

To the extent that no CPT is deducted due to the lack of a custodian bank or a paying office located in Austria, the income derived from debt instruments such as the Notes must be included into the respective taxpayer's tax declaration, if such profits are received by an Austrian resident individual subject to unlimited income tax liability. In this case, the special tax rate of 27.5 per cent. applies equally.

**Austrian Resident Corporate Investors**

Resident corporate investors deriving business income from the Notes may avoid the deduction of CPT by filing a statement of exemption with the securities account keeping bank (or the paying office) and with the competent Austrian tax office to the fact that the payment received is due to a commercial enterprise subject to taxation in Austria (Befreiungserklärung). Income derived from the Notes by corporate investors (including any capital gains) is subject to corporate income tax at the general corporate income tax rate of 25 per cent. A special tax regime applies for private foundations (Privatstiftungen).

(iv) **Non-Resident Investors**

Due to the repeal of the EU Withholding Tax Act (EU-Quellensteuergesetz, Federal Law Gazette I 2004/33 – “EU-QuStG”) and to the changes of the ITA imposed by the EU Federal Tax Amendment Act 2016 (EU-Abgabenänderungsgesetz 2016, Federal Law Gazette I 2016/77 – “EU-AbgÄG 2016”), since 1 January 2017 interest income falls within the limited income tax liability applicable to non-resident individuals in case the interest payment or the accrued interest is deemed "domestic" (section 98 para 1 no. 5 of the ITA as amended by the EU-AbgÄG 2016) and provided that CPT has to be deducted. This is the case if the paying office (auszahlende Stelle) or the custodian bank (depotführende Stelle) is located in Austria. Interest payments are deemed domestic in case the debtor's domicile, legal seat or place of effective management is located in Austria or in case the debtor is an Austrian branch of a foreign bank. Interest income derived from debt instruments (interest payments, accrued interest) is deemed domestic in case the debt instruments were issued by an Austrian issuer. For non-resident corporate entities deriving business income from Notes the current exemption in section 98 para 1 no. 5 of the ITA continues to apply pursuant to which interest payments and accrued interest which are not received by natural persons are exempt from the limited income tax liability. In addition, non-resident corporate investors deriving business income from Notes may avoid the deduction of CPT by filing a declaration of exemption (Befreiungserklärung) with the Austrian paying office and with the competent Austrian tax office, as section 94 no. 5 of the ITA has not been changed or amended. Furthermore, a new exemption applies in case interest income or accrued interest is received by individuals which are resident in countries in respect of which an automatic exchange of financial account information with Austria is implemented. Qualifying residency in such a country must be proven by a certificate of residence.

Applicable double taxation treaties may provide for a reduction of or relief from CPT.

In case non-residents receive income from Notes through an Austrian permanent establishment, they are to a large extent subject to the same tax treatment as resident investors.

**Investors should consult their professional advisers to clarify their position.**

(v) **Other Taxes**

Currently, Austria does not levy inheritance and gift tax (Erbschafts- und Schenkungssteuer) anymore. However, pursuant to section 121a of the Federal Fiscal Code (Bundesabgabenordnung, Federal Law Gazette 1961/194 as amended), gifts exceeding certain amounts must be notified to the Austrian tax authorities within a three-month notification period. In addition, it should be mentioned that certain gratuitous transfers of assets to (Austrian or foreign) private law foundations and comparable legal estates
are subject to foundation transfer tax (Stiftungseingangssteuer) pursuant to the Federal Foundation Transfer Act (Stiftungseingangssteuergesetz, Federal Law Gazette I 2008/85). This tax is triggered, if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat or their place of effective management in Austria. The tax is based on the market value of the transferred assets less any debt economically linked to these assets. In general, the applicable tax rate amounts to 2.5 per cent. However, in certain cases a higher tax rate of 25 per cent. applies.

BELGIUM

The following is a general description of the main Belgian withholding tax consequences for investors receiving interest in respect of the Notes to be issued by UBS Head Office, UBS AG Australia Branch, UBS AG Hong Kong Branch, UBS AG London Branch or UBS AG Jersey Branch. It does not purport to be a complete analysis of all tax considerations relating to the Notes. The general description is based upon the law as in effect on the date of this Base Prospectus/Base Listing Particulars and is subject to change potentially with retroactive effect. Investors should understand that, as a result of changing law or practice, the tax consequences may be different than as stated below. Investors should consult their professional advisers on the possible tax consequences of subscribing for, purchasing, holding or selling the Notes under any laws applicable to them.

Withholding Tax

For Belgian tax purposes, the following amounts are qualified and taxable as "interest": (i) periodic interest income, (ii) amounts paid by the Issuer in excess of the issue price (whether or not on the maturity date and whether or not in cash and/or by physical delivery of a specified amount of one or more fund shares or units), and (iii) in case of a realisation of the Notes between two interest payment dates, the pro rata of accrued interest corresponding to the detention period.

For the purposes of the following paragraphs, any such gains and accrued interest are therefore referred to as interest.

For Belgian tax purposes, if interest is in a foreign currency, it is converted into euro on the date of payment or attribution.

Individuals resident in Belgium

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Notes in their personal income tax return, provided Belgian withholding tax was levied on these interest payments.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return and will be taxed at a flat rate of 30 per cent.

Capital gains realised on the sale of the Notes on the secondary market before maturity are generally not taxable for individuals, except if the purchaser is the Issuer. In the latter case, capital gains are taxable as interest and subject to withholding tax if collected through a financial intermediary established in Belgium. The accrued interest part of a capital gain realized on a sale of the Notes which qualify as fixed income notes in the meaning of article 2, §1, 8° Belgian Income Tax Code is also taxable as interest. Capital losses realized on a sale of the Notes are not tax deductible.

Other tax rules apply to Belgian resident individuals who do not hold the Notes as a private investment.

Belgian resident companies

Interest payments on the Notes made through a paying agent in Belgium to Belgian corporate investors will generally be subject to Belgian withholding tax, currently at a rate of 30 per cent. However, an exemption may apply provided that certain formalities are complied with. The exemption does not apply for income on zero coupon or capitalisation bonds. The Belgian withholding tax that has been levied is creditable in accordance with the applicable legal provisions.
Capital gains realised on the sale of the Notes are taxable while capital losses are in principle tax deductible.

**Other Belgian legal entities**

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the legal entity itself is responsible for the declaration and payment of the 30 per cent. withholding tax.

Capital gains realised on the sale of the Notes on the secondary market before maturity are generally not taxable for non-profit entities, except if the purchaser is the Issuer. In the latter case, capital gains are taxable as interest and subject to withholding tax if collected through a financial intermediary established in Belgium. The accrued interest part of a capital gain realized on a sale of Notes which qualify as fixed income Notes in the meaning of article 2, §1, 8° Belgian Income Tax Code is also taxable as interest. Capital losses realized on a sale of the Notes are not tax deductible.

**Taxation applicable to Organisations for Financing Pensions ("OFP")**

Interest and capital gains derived by Organisations for Financing Pensions in the meaning of the Law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision, are in principle exempt from Belgian corporate income tax. Capital losses are in principle not tax deductible. Subject to certain conditions, any Belgian withholding tax that has been levied can be credited against any corporate income tax due and any excess amount is in principle refundable.

**Belgian non-residents**

Investors who are non-residents of Belgium for Belgian tax purposes and are not holding the Notes through a Belgian establishment and do not invest the Notes in the course of their Belgian professional activity will in principle not incur or become liable for any Belgian tax on income or capital gains (save as the case may be, in the form of withholding tax).

The interest income on the Notes paid through a professional intermediary in Belgium will, in principle, be subject to a 30 per cent. withholding tax, unless the Noteholder is resident in a country with which Belgium has concluded a double taxation agreement and delivers the requested affidavit. If the income is not collected through a financial institution or other intermediary established in Belgium, no Belgian withholding tax is due.

Non-resident investors that do not hold the Notes through a Belgian establishment can also obtain an exemption of Belgian withholding tax on interest from the Notes paid through a Belgian credit institution, a Belgian stock market company or a Belgian-recognized clearing or settlement institution, provided that their non-resident financial intermediary delivers an affidavit to such institution or company confirming (i) that the investors are non-residents, (ii) that the Notes are held in full ownership or in usufruct and (iii) that the Notes are not held for professional purposes in Belgium.

The non-residents who use the Notes to exercise a professional activity in Belgium through a permanent establishment are subject to the same tax rules as the Belgian resident companies (see above). Non-resident investors who do not allocate the Notes to a professional activity in Belgium and who do not hold the Notes through a Belgian establishment are not subject to Belgian income tax, save, as the case may be, in the form of withholding tax.

**Tax on stock exchange and repurchase transactions**

The acquisition of Notes upon their issuance (primary market) is not subject to the tax on stock exchange transactions (Taxe sur les opérations de bourse, Taks op de beursverrichtingen).

A stock exchange tax will be levied on the purchase and sale of the Notes on the secondary market carried out by a Belgian resident investor through a professional intermediary if (i) executed in Belgium through a professional intermediary, or (ii) deemed to be executed in Belgium, which is the case if the order is directly or indirectly made to a professional intermediary established outside of Belgium, either by private
individuals having their usual residence in Belgium, or legal entities for the account of their seat or establishment in Belgium.

In such a scenario, the tax on stock exchange transactions is due by the Belgian Investor, unless the Belgian Investor can demonstrate that the tax on stock exchange transactions due has already been paid by the professional intermediary established outside of Belgium. In such a case, the foreign professional intermediary also has to provide each client (which gives such intermediary an order) with a qualifying order statement (bordereau/borderel), at the latest on the business day after the day the transaction concerned was realised. The qualifying order statements must be numbered in series and a duplicate must be retained by the financial intermediary. The duplicate can be replaced by a qualifying day-to-day listing, numbered in series. Alternatively, professional intermediaries established outside of Belgium could appoint a stock exchange tax representative in Belgium, subject to certain conditions and formalities ("Stock Exchange Tax Representative"). Such Stock Exchange Tax Representative will then be liable toward the Belgian Treasury for the tax on stock exchange transactions due and for complying with the reporting obligations and the obligations relating to the order statement (bordereau/borderel) in that respect. If such a Stock Exchange Tax Representative would have paid the tax on stock exchange transactions due, the Belgian Investor will, as per the above, no longer be the debtor of the tax on stock exchange transactions.

The rate applicable for secondary sales and purchases in Belgium through a professional intermediary is 0.12 per cent. with a maximum amount of Euro 1,300 per transaction and per party or, as the case may be, 0.35 per cent. with a maximum amount of Euro 1,600 per transaction and per party. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary.

However, if the intermediary is established outside of Belgium, the tax will in principle be due by the ordering private individual or legal entity, unless that individual or entity can demonstrate that the tax has already been paid. Professional intermediaries established outside of Belgium can, subject to certain conditions and formalities, appoint a Belgian Stock Exchange Tax Representative, which will liable for the tax on stock exchange transactions in respect of the transactions executed through the professional intermediary.

A tax on repurchase transactions (Taxe sur les reports/Taks op de reportverrichtingen) at the rate of 0.085 per cent. will be due from each party to any such transaction entered into or settled in Belgium in which a stockbroker acts for either party (with a maximum amount of Euro 1,300 per transaction and per party or, as the case may be, with a maximum amount of Euro 1,600 per transaction and per party).

Neither the tax on stock exchange transactions nor the tax on repurchase transactions will be payable by exempt persons acting for their own account including investors who are not Belgian residents provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status and certain Belgian institutional investors as defined in Article 126/1, 2° of the Code of miscellaneous taxes and duties (Code des droits et taxes divers/Wetboek diverse rechten en taken) for the tax on stock exchange transactions and Article 139, second paragraph, of the same code for the tax on repurchase transactions.

**Tax on securities accounts**

Pursuant to the law of 7 February 2018 introducing a tax on securities accounts, a tax of 0.15 per cent. will be levied on Belgian resident and non-resident individuals on their share in the average value of the qualifying financial instruments (including but not limited to shares, notes and units of undertakings for collective investment) held on one or more securities accounts during a reference period of twelve consecutive months starting on 1 October and ending on 30 September of the subsequent year ("Tax on Securities Accounts"). The first reference period starts on the day of entry into effect of the Law (i.e., 10 March 2018) and ends on 30 September 2018.

No Tax on Securities Accounts will be due provided the holder’s share in the average value of the qualifying financial instruments on those accounts amounts to less than EUR 500,000. If, however, the holder’s share in the average value of the qualifying financial instruments on those accounts amounts to EUR 500,000 or more, the Tax on Securities Accounts will be due on the entire share of the holder in the average value of
the qualifying financial instruments on those accounts (and, hence, not only on the part which is at least equal to the EUR 500,000 threshold).

Qualifying financial instruments held by non-resident individuals only fall within the scope of the Tax on Securities Accounts provided they are held on securities accounts with a financial intermediary established or located in Belgium. Note that pursuant to certain double tax treaties, Belgium has no right to tax capital. Hence, to the extent the Tax on Securities Accounts is viewed as a tax on capital within the meaning of these double tax treaties, treaty protection may, subject to certain conditions, be claimed.

A financial intermediary is defined as (i) a credit institution or a stockbroking firm as defined by Article 1, §2 and §3 of the Law of 25 April 2014 on the status and supervision of credit institutions and investment companies and (ii) the investment companies as defined by Article 3, §1 of the Law of 25 October 2016 on access to the activity of investment services and on the legal status and supervision of portfolio management and investment advice companies, which are, pursuant to national law, admitted to hold financial instruments for the account of customers.

The Tax on Securities Accounts is in principle due by the financial intermediary established or located in Belgium if (i) the holder’s share in the average value of the qualifying financial instruments held on one or more securities accounts with said intermediary amounts to EUR 500,000 or more or (ii) the holder instructed the financial intermediary to levy the Tax on Securities Accounts due (e.g. in case such holder holds qualifying financial instruments on several securities accounts held with multiple intermediaries of which the average value does not amount to EUR 500,000 or more, but of which the holder’s share in the total average value of these accounts amounts to at least EUR 500,000 EUR). Otherwise, the Tax on Securities Accounts would have to be declared and would be due by the holder itself unless the holder provides evidence that the Tax on Securities Accounts has already been withheld, declared and paid by an intermediary which is not established or located in Belgium. In that respect, intermediaries located or established outside of Belgium could appoint a Tax on the Securities Accounts representative in Belgium, subject to certain conditions and formalities ("Tax on the Securities Accounts Representative"). Such a Tax on the Securities Accounts Representative will then be liable towards the Belgian Treasury for the Tax on the Securities Accounts due and for complying with certain reporting obligations in that respect.

Belgian resident individuals will have to report in their annual income tax return various securities accounts held with one or more financial intermediaries of which they are considered as a holder within the meaning of the Tax on Securities Accounts. Non-resident individuals have to report in their annual Belgian non-resident income tax return various securities accounts held with one or more financial intermediaries established or located in Belgium of which they are considered as a holder within the meaning of the Tax on Securities Accounts.

Prospective investors are urged to consult their own tax advisors as to the tax consequences of the application of this new tax on their investment in Notes.

FRANCE

The following is a general description of certain French withholding tax considerations relating to the Notes to the extent that (i) payments under the Notes would qualify as interest payments and (ii) the Notes would not be redeemed by delivery or transfer of share(s) issued by a company with registered offices in France and with a market capitalisation that exceeds one billion euros as of 1 December of year preceding the tax year during which such delivery or transfer occurs. It is not a description of general French tax considerations relating to the Notes. Prospective investors are advised to consult their own professional advisors to obtain information about the tax consequences of the acquisition, ownership, or disposition of the Notes. Only personal advisors are in a position to adequately take into account special tax aspects of the Notes as well as the Note holder's personal circumstances and any special tax treatment applicable to the Note holder. This summary is based on French law as in force when drawing up this Base Prospectus/Base Listing Particulars. The laws and their interpretation by the tax authorities may change and such changes may have retroactive effect.

Payments of interest and principal by the Issuer, acting out of its head offices or one of its non-French branch, under the Notes will not be viewed as French source income and therefore will not be subject to withholding tax in France, in accordance with the applicable French law.
By exception, pursuant to Articles 125A and 125D of the French Code Général des Impôts, and subject to certain limited exceptions, interest and other similar revenues received by French tax resident individuals are subject to a 12.8 per cent. mandatory (non-final) withholding tax. If applicable, this withholding tax is creditable against the applicable personal income tax liability in respect of the year in which the payment has been made. If the withholding tax paid exceeds the total amount of personal income tax due, the excess will be refunded. Interest and similar revenues are also subject to French social contributions at the aggregate rate of 17.2 per cent. (CSG of 9.2 per cent., the prélèvement de solidarité sur les revenus du patrimoine et produits de placement of 7.5 per cent. and the CRDS of 0.5 per cent.). Practical steps to be taken for purposes of levying, declaring and paying this withholding tax will depend on the place where the paying agent is located.

French tax resident individuals holding the Notes as part of their private assets should consult their own tax advisers to determine declarative and payment obligations applicable to them in France in relation to the 12.8 per cent. mandatory withholding tax and social security contributions referred to above. The Issuer does not assume responsibility for French withholding tax at source and is not obliged to make additional payments in case of French withholding tax deductions.

Prospective purchasers of Notes who are French resident for tax purposes or who would hold such Notes through a permanent establishment or a fixed base in France should be aware that transactions involving the Notes, including any purchase or disposal of, or other dealings in, the Notes, may have French tax consequences. The tax consequences regarding interest, premium on redemption and capital gains in particular may depend, amongst other things, upon the status of the prospective purchaser (i.e., legal entities or individuals). Prospective purchasers of the Notes should consult their own tax advisers about the French tax implications of purchasing, holding, disposing the Notes and more generally of any transactions involving Notes.

GERMANY

In principle, only persons (individuals and incorporated entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to German withholding tax with respect to payments under debt Notes. Non-resident persons generally do not suffer German withholding tax. If, however, the income from the Notes is subject to German tax, i.e., if (i) the Notes are held as business assets (Betriebsvermögen) of a German permanent establishment (including a permanent representative) which is maintained by the relevant Noteholder or (ii) the income from the Notes qualifies for other reasons as taxable German source income, German withholding tax is, as a rule, applied as in the case of a German tax resident Noteholder.

German withholding tax will be levied at a flat withholding tax rate of 26.375 per cent. (including solidarity surcharge (Solidaritätszuschlag), plus church tax if applicable) on interest and on proceeds from the sale of Notes if the Notes are kept or administrated in a custodial account which the relevant Noteholder maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a "German Disbursing Agent"). If Notes are redeemed, repaid, assigned or contributed into a corporation by way of a hidden contribution (verdeckte Einlage) rather than sold, such transaction is treated like a sale. If Notes are not kept or administrated in a custodial account maintained with a German Disbursing Agent, German withholding tax will nevertheless be levied if the Notes are issued as definitive Notes and the savings earnings (Kapitalerträge) are paid by a German Disbursing Agent against presentation of the Notes or interest coupons (so-called over-the-counter transaction - Tafelgeschäft).

If a Noteholder sells or redeems the Notes, the tax base is, in principle, the difference between the acquisition costs and the proceeds from the sale or redemption of the Notes reduced by expenses directly and factually related to the sale or redemption. If similar Notes kept or administrated in the same custodial account have been acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purposes of determining the capital gains. Where the Notes are acquired and/or sold in a currency other than euro, the sales/redemption price and the acquisition costs have to be converted into euro on the basis of the foreign exchange rates prevailing on the sale or redemption date and the acquisition date respectively. If the Notes have not been kept or administrated in the custodial account maintained with the German Disbursing Agent since their acquisition and the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law (e.g., in the case of over-the-counter transactions or if the Notes have been transferred from a non-EU custodial account prior to the sale), withholding tax is applied to 30 per cent. of the proceeds from the sale or redemption of the Notes.
When computing the tax base for withholding tax purposes, the German Disbursing Agent has to deduct any negative savings income (negative Kapitalerträge) or paid accrued interest (Stückzinsen) in the same calendar year or unused negative savings income of previous calendar years.

For individuals who are subject to church tax, church tax will be collected by the German Disbursing Agent by way of withholding unless the investor has filed a blocking notice (Sperrvermerk) with the German Federal Central Tax Office (Bundeszentralamt für Steuern). In the latter case, the investor has to include the savings income in the tax return and will then be assessed to church tax.

With regard to individuals holding the Notes as private assets, any withholding tax levied shall, in principle, become definitive and replace the income taxation of the relevant Noteholder. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (Freistellungsauftrag) and in certain other cases, the relevant Noteholder is nevertheless obliged to file a tax return, and the savings income will then be taxed within the tax assessment procedure. However, the separate tax rate for savings income applies in most cases also within the assessment procedure. In certain cases, the Noteholder may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate. Such application can only be filed consistently for all savings income within the assessment period. In case of jointly assessed spouses or registered life partners the application can only be filed for savings income of both spouses/life partners.

With regard to other investors, German withholding tax is a prepayment of (corporate) income tax and will be credited or refunded within the tax assessment procedure.

No German withholding tax will be levied if an individual holding the Notes as private assets has filed a withholding tax exemption certificate (Freistellungsauftrag) with the German Disbursing Agent, but only to the extent the savings income does not exceed the exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is EUR 801 (EUR 1,602 in the case of jointly assessed spouses or registered life partners). Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (Nichtveranlagungs-Bescheinigung) issued by the relevant local tax office to the German Disbursing Agent. Further, with regard to investors holding the Notes as business assets, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Notes if (a) the Notes are held by a corporation or (b) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

The abolition of the flat tax regime for certain investment income is a provision of the coalition agreement between the governing German political parties, which may affect the taxation of interest from the Notes. For example, interest income might become taxed at the progressive tax rate of up to 45 per cent. (excluding solidarity surcharge). Further, pursuant to the coalition agreement the solidarity surcharge is to be abolished provided that certain thresholds are not exceeded. No draft law is available as at the date of this Base Prospectus, however, and therefore the details of any changes and the timing of implementation are uncertain.

HONG KONG

(a) **Withholding Tax**

No withholding tax is payable in Hong Kong in respect of payments of principal or interest on the Notes or in respect of any capital gains arising from the sale of the Notes.

(b) **Stamp Duty**

Stamp duty will not be payable on the issue of Bearer Notes provided either:

(i) such Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or

(ii) such Notes constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117 of the Laws of Hong Kong)).
If stamp duty is payable it is payable by the Issuer on the issue of Bearer Notes at a rate of 3 per cent. of the market value of the Notes at the time of issue. No stamp duty will be payable on any subsequent transfer of Bearer Notes.

No stamp duty is payable on the issue of Registered Notes. Stamp duty may be payable on any transfer of Registered Notes if the relevant transfer is required to be registered in Hong Kong. Stamp duty will, however, not be payable on any transfer of Registered Notes provided that either:

(i) the Registered Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or

(ii) the Registered Notes constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117 of the Laws of Hong Kong)).

If stamp duty is payable in respect of the transfer of Registered Notes it will be payable at the rate of 0.1 per cent. by each of the seller and the purchaser by reference to the amount of the consideration or market value of the Registered Notes, whichever is greater. In addition, stamp duty is payable at the fixed rate of HK$5 on each instrument of transfer executed in relation to any transfer of the Registered Notes if the relevant transfer is required to be registered in Hong Kong.

IRELAND

The following is a summary based on the laws and practices currently in force in Ireland of certain matters regarding the tax position of investors who are the absolute beneficial owners of the Notes. Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, including dealers in securities and trusts. The summary does not constitute tax or legal advice and the comments below are of a general nature only and it does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Notes. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of payments thereon under the laws of their country of residence, citizenship or domicile.

Taxation of Noteholders

(a) Withholding Tax

Tax at the standard rate of income tax (currently 20 per cent.) is required to be withheld from payments of Irish source interest. The Issuer will not be obliged to withhold Irish income tax from payments of interest on the Notes so long as such payments do not constitute Irish source income. Interest paid on the Notes should not be treated as having an Irish source unless:

(i) the Issuer is resident in Ireland for tax purposes; or

(ii) the Issuer has a branch or permanent establishment in Ireland, the assets or income of which are used to fund the payments on the Notes; or

(iii) the Issuer is not resident in Ireland for tax purposes but the register for the Notes is maintained in Ireland or (if the Notes are in bearer form) the Notes are physically held in Ireland.

It is anticipated that, (i) the Issuer is not and will not be resident in Ireland for tax purposes; (ii) the Issuer will not have a branch or permanent establishment in Ireland; (iii) that bearer Notes will not be physically located in Ireland; and (iv) the Issuer will not maintain a register of any registered Notes in Ireland.

(b) Taxation of Receipts

Notwithstanding that a Noteholder may receive payments of interest, premium or discount on the Notes free of Irish withholding tax, the Noteholder may still be liable to pay Irish income tax (and in addition in the case of individuals, the Universal Social Charge) or corporation tax (generally at the rate of 25 per cent.) on such interest, premium or discount and/or any payment in the nature of interest if (i) such interest, premium or discount has an Irish source, (ii) the Noteholder is resident or (in the case of a person other than a body corporate) ordinarily resident in Ireland for
Bearing tax purposes (in which case there would also be a social insurance (PRSI) liability for an individual in receipt of interest premium or discount on the Notes), or (iii) the Notes are attributed to a branch or agency of the Noteholder in Ireland.

Ireland operates a self-assessment system in respect of income and corporation tax, and each person must assess their own liability to Irish tax.

Relief from Irish tax may also be available under the specific provisions of a double taxation agreement between Ireland and the country of residence of the recipient.

(c) **Encashment Tax**

Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) on any interest, dividends or annual payments paid on or in respect of Notes issued by a company not resident in Ireland, where such interest, dividend or annual payment is collected or realised by a bank or encashment agent in Ireland. Encashment tax does not apply where the Noteholder is not resident in Ireland and has made a declaration in the prescribed form to the encashment agent or bank.

(d) **Tax on Capital Gains**

A Noteholder will not be subject to Irish tax on capital gains on a disposal of Notes (currently levied at 33 per cent.) unless (i) such holder is either resident or ordinarily resident in Ireland; or (ii) such holder carries on a trade in Ireland through a branch or agency in respect of which the Notes were used or held or acquired; or (iii) the Notes cease to be listed on a stock exchange in circumstances where such Notes derive their value or more than 50 per cent. of their value from Irish real estate, mineral rights or exploration rights.

(e) **Capital Acquisitions Tax**

A gift or inheritance comprising of Notes will be within the charge to capital acquisitions tax (which, subject to available exemptions and reliefs, is currently levied at 33 per cent.) if either (i) the disponer or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or in certain circumstances, if the disponer is domiciled in Ireland irrespective of his residence or that of the donee/successor) on the relevant date; or (ii) the Notes are regarded as property situate in Ireland. A foreign domiciled individual will not be regarded as being resident or ordinarily resident in Ireland at the date of the gift or inheritance unless that individual (i) has been resident in Ireland for the five consecutive tax years preceding the tax year in which the gift or inheritance is taken, and (ii) is either resident or ordinarily resident in Ireland on that date.

Bearer notes are generally regarded as situated where they are physically located at any particular time. Notes in registered form are regarded as property situate in Ireland if the register of the Notes is in Ireland. The Notes may, however, be regarded as situated in Ireland regardless of their physical location if they secure a debt due by an Irish resident debtor and/or are secured over Irish property. Accordingly, if Irish situate Notes are comprised in a gift or inheritance, the gift or inheritance may be within the charge to tax regardless of the residence status of the disponer or the donee/successor.

(f) **Stamp Duty on Transfer of Notes**

As the Issuer is not registered in Ireland, stamp duty will not arise on a document effecting a transfer of the Notes so long as the Notes do not derive the greater part of their value directly or indirectly from non-residential Irish land or buildings and the instrument of transfer of the Notes does not relate to:

(i) any immovable property situated in Ireland or any right over or interest in such property; or

(ii) any stocks or marketable notes of a company which is registered in Ireland (other than a company which is (i) an investment undertaking within the meaning of section 739B of the Taxes Consolidation Act, 1997 (“TCA”) or (ii) a qualifying company within the meaning of section 110 of the TCA).
LUXEMBOURG

The following is a general description of certain Luxembourg tax considerations relating to the Notes. It specifically contains information on taxes on the income from the Notes withheld at source and provides an indication as to whether the Issuer assumes responsibility for the withholding of taxes at the source. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries’ tax laws could be relevant to acquiring, holding and disposing of the Notes, payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of Luxembourg. This summary is based upon the law as in effect on the date of this Base Prospectus/Base Listing Particulars. The information contained within this section is limited to withholding taxation issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature refers to Luxembourg tax law and/or concepts only.

A holder of the Notes may not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of the Notes, or the execution, performance, delivery and/or enforcement of the Notes.

All payments of interest (including accrued but unpaid interest) and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes, which are not profit sharing, can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law.

Payments of interest or similar income on the Notes made or deemed to be made by a paying agent within the meaning of the Luxembourg law of 23 December 2005 as amended (the "Law") established in the Grand Duchy of Luxembourg to or for the immediate benefit of an individual Luxembourg resident for tax purposes who is the beneficial owner of such payment may be subject to a tax at a rate of 20 per cent. Such tax will be in full discharge of income tax if the individual beneficial owner acts in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent.

Pursuant to the Law, Luxembourg resident individuals who are the beneficial owners of savings income paid by a paying agent established outside Luxembourg, in a Member State of either the European Union or the EEA, can opt to self-declare and pay a 20 per cent. tax (the "Levy") on their savings income.

The 20 per cent. withholding tax as described above or the Levy are final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

THE NETHERLANDS

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Base Prospectus/Base Listing Particulars and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of a Note, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

Where the Issuer is not and is not deemed to be resident (gevestigd) in The Netherlands for the relevant tax purposes, all payments by the Issuer under the Notes can be made free of withholding or deduction of any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof.

SPAIN

On the basis that the Issuer is not resident in Spain for tax purposes and does not operate in Spain through a permanent establishment, branch or agency, all payments of principal and interest in respect of the Notes can be made free of any withholding or deduction for or on account of any taxes in Spain.
Under certain conditions, withholding taxes may apply if the Notes are deposited with a Spanish resident entity acting as depositary.

THE PROPOSED FINANCIAL TRANSACTIONS TAX ("FTT")

On 14 February 2013, the European Commission published a proposal (the "Commission's Proposal") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (each, other than Estonia, a "participating Member State"). However, Estonia has ceased to participate.

The Commission's Proposal has very broad scope. If introduced, it could apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

UNITED STATES FEDERAL TAXATION

The following is a general summary of certain U.S. federal income tax considerations to U.S. Holders and U.S. withholding tax considerations to Non-U.S. Holders (each as defined below), of the purchase, ownership and disposition of Notes. This summary only discusses the consequences to U.S. Holders that purchase Notes at their original issuance and issue price and hold them as capital assets for U.S. federal income tax purposes. This summary does not address all of the U.S. federal income tax consequences that may be relevant to an investor in light of such investor's particular circumstances or to investors subject to special rules (including, without limitation, pension plans and other tax-exempt investors, banks, thrift institutions, insurance companies, real estate investment trusts, regulated investment companies, grantor trusts, partnerships, partners in partnerships that invest in Notes, dealers in securities or currencies, U.S. Holders whose functional currency is not the U.S. dollar, U.S. Holders who hold Notes as part of a straddle, hedging or conversion transaction, U.S. Holders liable for the alternative minimum tax, U.S. Holders who are expatriates, Non-U.S. Holders that hold Notes in a manner that is effectively connected with the conduct of a trade or business in the United States and Non-U.S. Holders that are individuals present in the United States for 183 days or more in the year that they dispose of Notes). In addition, this summary does not address the application of any U.S. state or local tax laws, or the tax laws of any non-U.S. jurisdiction.

The discussion herein does not address Notes that are issued by a U.S. branch of the Issuer, Dual Currency Notes, Partly Paid Notes or exchangeable Notes. The tax treatment of such Notes will be discussed in supplemental tax disclosure for the particular offering of such Notes. This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), its legislative history, applicable U.S. Treasury Regulations, judicial authority and administrative rulings and practice in effect as of the date of this Base Prospectus/Base Listing Particulars any of which may be appealed, revoked or otherwise altered with retroactive effect, thereby changing the U.S. federal income tax consequences discussed below. There is no assurance that the U.S. Internal Revenue Service (the "IRS") will not take a contrary view, and no ruling from the IRS has been or will be sought.

As used herein, the term "U.S. Holder" means a beneficial owner of a Note in registered form that is, for U.S. federal income tax purposes, (i) an individual that is a citizen or resident of the United States, (ii) a corporation created or organised in or under the laws of the United States, any State thereof or the District of Columbia, (iii) an estate whose income is subject to U.S. federal income taxation regardless of its source or (iv) a trust, if both (a) a court within the United States is able to exercise primary jurisdiction over the
administration of the trust, and (b) one or more United States persons (as defined in the Code) for U.S. federal income tax purposes have the authority to control all substantial decisions of the trust. Notes in bearer form are subject to selling restrictions and are not meant to be offered or sold to United States persons. United States persons that nonetheless acquire Notes in bearer form (i) should be aware that they will generally be subject to limitations under the U.S. tax rules, including limitations that impact the ability to deduct losses or recognize capital gain with respect to the Notes and (ii) should not rely on the disclosure below.

As used herein, the term "Non-U.S. Holder" means a beneficial owner of a Note that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust that is not a U.S. Holder.

The U.S. federal income and withholding tax treatment of Notes held by an entity or arrangement that is a partnership for U.S. federal income tax purposes will depend on the activities of such partnership and the status of its partners. Partnerships considering an investment in Notes, and partners in such partnerships, should consult their own tax advisors regarding the consequences of acquiring, owning and disposing of a Note.

Treatment of Notes as Indebtedness

The discussion below addresses the U.S. federal income tax treatment of Notes that will be issued in a manner consistent with, and with characteristics that are typical of, indebtedness for U.S. federal income tax purposes. Generally, the discussion below addresses Notes whose terms provide for payment in full of principal at their stated maturity. However, Notes whose terms do not provide for payment in full of principal at their stated maturity, and possibly certain other Notes, may not be characterised as indebtedness for U.S. federal income tax purposes.

The U.S. tax treatment of Notes that are not characterised as indebtedness for U.S. federal income tax purposes is complex, and generally there is no direct authority regarding the correct U.S. federal income tax treatment of such Notes. For example, in certain circumstances, such Notes may be viewed as representing beneficial ownership in underlying assets to which the return on the Notes is linked. In other circumstances, an investment in the Notes may be governed by the U.S. tax rules that govern the treatment of options, forward contracts, swaps or other types of derivative instruments. Prospective U.S. investors should be aware that the IRS has issued a notice seeking comments regarding the proper treatment of certain securities whose terms do not provide for payment in full of principal at their stated maturity, which may adversely impact the treatment of an investment in such Notes for U.S. federal income tax purposes. Prospective U.S. investors are strongly urged to consult their own advisors about the proper treatment of an investment in such Notes in light of their particular circumstances. A prospective U.S. investor should review any supplemental U.S. tax disclosure that may be provided in connection with a particular offering and should contact UBS for any additional information that it may require in making its determination.

Where Notes that are linked to one or more securities, or a basket containing one or more securities, issued by a U.S. issuer, it is possible that payments of principal, interest or disposition proceeds on the Note may be characterised, in whole or in part, as U.S. source income and may be subject to U.S. income or withholding tax. Where this is the case, such payments may be made subject to U.S. withholding tax, at a rate of up to 30 per cent. or at such other rate as may be available under the provisions of any applicable double tax treaty. Prospective non-U.S. investors should consult their own advisors about the possibility of U.S. income or withholding tax applying to payments on any such Notes. A prospective non-U.S. investor should review any supplemental U.S. tax disclosure that may be provided in connection with a particular offering and should contact UBS for any additional information that it may require in making its determination. The remainder of this discussion does not address Notes that may pay U.S. source income in the manner discussed above and assumes that the Notes will be characterised as indebtedness for U.S. federal income tax purposes.

Tax Consequences for U.S. Holders

Special Rules Applicable to Certain Accrual Method Taxpayers

Pursuant to recent legislation (which, in the case of Notes issued with original issue discount for U.S. federal income tax purposes applies only to taxable years beginning after 31 December 2018), an accrual method taxpayer that reports revenues on an "applicable financial statement" generally must recognize income for U.S. federal income tax purposes no later than the taxable year in which such income is taken into account.
as revenue in the applicable financial statements. This rule could potentially require such a taxpayer to recognize income for U.S. federal income tax purposes with respect to Notes prior to the time such income otherwise would be recognized pursuant to the rules described below. U.S. Holders should consult their tax advisors regarding the potential applicability of these rules to their investment in Notes.

**Payments of Interest**

Except as otherwise indicated below, interest paid on a Note will be taxable to a U.S. Holder as ordinary interest income at the time it accrues or is received in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes. Interest income earned by a U.S. Holder with respect to a Note will constitute foreign source income for U.S. federal income tax purposes, which may be relevant in determining the U.S. Holder's treatment under the "foreign tax credit" rules. These rules are complex and a prospective U.S. Holder should consult its own advisors about the availability of a credit or deduction for non-U.S. taxes in light of the U.S. Holder's particular circumstances. Special rules governing the treatment of payments made with respect to Notes subject to special U.S. tax rules are discussed below.

**Original Issue Discount**

A Note that has an "issue price" that is less than its "stated redemption price at maturity" will be considered to have been issued at an original discount for U.S. federal income tax purposes (and will be referred to in this section as an "original issue discount Note") unless the Note satisfies a *de minimis* threshold (as described below) or is a short-term Note (as defined below). The "issue price" of a Note will be the first price at which a substantial amount of the Notes are sold to the public (not including sales to bond houses, brokers or similar persons or organisations acting in the capacity of underwriters, placement agents or wholesalers). The "stated redemption price at maturity" of a Note generally will equal the sum of all payments required under the Note other than payments of "qualified stated interest". "Qualified stated interest" is stated interest unconditionally payable (other than in debt instruments of the Issuer) at least annually during the entire term of the Note and equal to the outstanding principal balance of the Note multiplied by a single fixed rate of interest. In addition, qualified stated interest includes, among other things, stated interest on a "variable rate debt instrument" (as defined in the applicable U.S. Treasury Regulations) that is unconditionally payable (other than in debt instruments of the Issuer) at least annually at a single qualified floating rate of interest or at a rate that is determined at a single fixed formula that is based on objective financial or economic information. A rate is a qualified floating rate if variations in the rate can reasonably be expected to measure contemporaneous fluctuations in the cost of newly borrowed funds in the currency in which the Note is denominated. For this purpose, if a floating rate Note provides for stated interest at a fixed rate for an initial period of one year or less followed by a variable rate and if the variable rate on the floating rate Note's issue date is intended to approximate the fixed rate (*e.g.*, the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 0.25 per cent.), then the fixed rate and the variable rate together will constitute a single variable rate.

If the difference between a Note's stated redemption price at maturity and its issue price is less than a *de minimis* amount (generally, 1/4 of 1 per cent. of the stated redemption price at maturity multiplied by the number of complete years to maturity or the weighted average maturity, as applicable) the Note will not be considered to have original issue discount. U.S. Holders of Notes with a *de minimis* amount of original issue discount will include this original issue discount in income, as capital gain, on a *pro rata* basis as principal payments are made on the Note.

A U.S. Holder of original issue discount Notes will be required to include any qualified stated interest payments in income in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes. U.S. Holders of original issue discount Notes (other than short-term Notes, as defined below) will be required to include in income for U.S. federal income tax purposes the sum of the daily portions of the original issue discount for each day on which the U.S. Holder held the Note. The U.S. Holder will be required to include such original issue discount as it accrues in accordance with a constant yield method based on a compounding of interest, regardless of whether cash attributable to this income is received.

A U.S. Holder may make an election to include in gross income all interest that accrues on any Note (including stated interest, acquisition discount, original issue discount, *de minimis* original issue discount, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortisable bond premium or acquisition premium) in accordance with a constant yield method based on the compounding of interest (a "*constant yield election*").
The Issuer may have an unconditional option to redeem, or investors may have an unconditional option to require the Issuer to redeem, a Note prior to its stated maturity date. Under applicable regulations, if the Issuer has an unconditional option to redeem a Note prior to its stated maturity date, this option will be presumed to be exercised if the exercise of the option will lower the yield on the Note. Conversely, if investors have an unconditional option to require the Issuer to redeem a Note prior to its stated maturity date, this option will be presumed to be exercised if the exercise of the option will increase the yield on the Note. If an option that is presumed to be exercised based on this rule is in fact not exercised, the Note will be treated solely for purposes of calculating original issue discount as if it were redeemed, and a new Note were issued, on the presumed exercise date for an amount equal to the Note's adjusted issue price on that date. The adjusted issue price of an original issue discount Note is defined as the sum of the issue price of the Note and the aggregate amount of previously accrued original issue discount, less any prior payments other than payments of qualified stated interest.

**Short-Term Notes**

A Note that matures (after taking into account the last possible date that the Note could be outstanding under the terms of the Note) one year or less from its date of issuance (a "short-term Note") will be treated as being issued at a discount and none of the interest paid on the Note will be treated as qualified stated interest (as defined above). In general, a cash-method U.S. Holder of a short-term Note is not required to accrue the discount for U.S. federal income tax purposes unless he elects to do so. If a cash method U.S. Holder does not make this election, the U.S. Holder should include interest payments as ordinary income upon receipt. Holders who elect to accrue the discount, and certain other U.S. Holders, including those who report income on the accrual method of accounting for U.S. federal income tax purposes, are required to include the discount in income as it accrues on a straight-line basis, unless another election is made to accrue the discount according to a constant-yield method based on daily compounding. In the case of a U.S. Holder who is not required and who does not elect to include the discount in income currently, any gain realised on the sale, exchange, or retirement of the short-term Note generally will be ordinary income to the extent of the discount accrued on a straight-line basis (or, if elected, according to a constant yield method based on daily compounding) through the date of sale, exchange or retirement. In addition, those U.S. Holders will be required to defer deductions for any interest paid on indebtedness incurred to purchase or carry short-term Notes in an amount not exceeding the accrued discount until the accrued discount is included in income.

**Sale, Exchange or Retirement of the Notes**

Upon the sale, exchange or retirement of a Note, a U.S. Holder will recognise taxable gain or loss equal to the difference between the amount realised on the sale, exchange or retirement and the U.S. Holder's tax basis in the Note. Gain or loss, if any, generally will be U.S. source income for purposes of computing a U.S. Holder's foreign tax credit limitation. Amounts attributable to accrued but unpaid interest or discount are treated as interest as described under "-Payment of Interest," "-Short-Term Notes" and "-Original Issue Discount" above.

Except as described below, gain or loss realised on the sale, exchange or retirement of a Note generally will be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange or retirement the Note has been held for more than one year. Exception to this general rule applies to the extent of any accrued discount not previously included in the U.S. Holder's taxable income. See "-Short-Term Notes" and "-Original Issue Discount" above. In addition, other exceptions to this general rule apply in the case of contingent payment debt instruments, optionally exchangeable Notes and mandatorily exchangeable Notes. See "-Contingent Payment Debt Instruments," below.

**Contingent Payment Debt Instruments**

If the timing and amount of payments on a Note is subject to contingencies and the Note is not a qualifying variable rate debt instrument (as defined above), the Note generally will be classified as a contingent payment debt instrument for U.S. federal income tax purposes. If a Note is treated as a contingent payment debt instrument, no payment on such instrument qualifies as qualified stated interest. Rather, a U.S. Holder must account for interest for U.S. federal income tax purposes based on a "comparable yield" and the differences between actual payments on the contingent payment debt instrument and the instrument's "projected payment schedule" as described below. The comparable yield is determined by the Issuer at the time of issuance of the contingent payment debt instrument and takes into account the yield at which the Issuer could issue a fixed rate debt instrument with no contingent payments, but with terms and conditions
otherwise similar to those of the contingent payment debt instrument. The comparable yield may be greater than or less than the stated interest, if any, with respect to the instrument.

Solely for the purpose of determining the amount of interest income that a U.S. Holder will be required to accrue on a contingent payment debt instrument, the Issuer may be required to construct a "projected payment schedule" that represents a series of payments the amount and timing of which would produce a yield to maturity on the instrument equal to the comparable yield used.

Neither the comparable yield nor the projected payment schedule constitutes a representation by the Issuer regarding the actual amount, if any, that the contingent payment debt instrument will pay.

For U.S. federal income tax purposes, a U.S. Holder will be required to use the comparable yield and projected payment schedule established by the Issuer in determining interest accruals and adjustments in respect of a contingent payment debt instrument, unless the U.S. Holder timely discloses and justifies the use of a different comparable yield and projected payment schedule to the IRS.

A U.S. Holder, regardless of the U.S. Holder's method of accounting for U.S. federal income tax purposes, will be required to accrue interest income on a contingent payment debt instrument at the comparable yield, adjusted upward or downward to reflect the difference, if any, between the actual and the projected amount of any contingent payments on the instrument (as set forth below).

A U.S. Holder will be required to recognise interest income equal to the amount of any net positive adjustment, i.e., the excess of actual payments over projected payments, in respect of a contingent payment debt instrument for a taxable year. A net negative adjustment, i.e., the excess of projected payments over actual payments, in respect of a contingent payment debt instrument for a taxable year (i) will first reduce the amount of interest in respect of the contingent payment debt instrument that a U.S. Holder would otherwise be required to include in income in the taxable year and (ii) any excess will give rise to an ordinary loss to the extent that the amount of all previous interest inclusions under the contingent payment debt instrument exceeds the total amount of the U.S. Holder's net negative adjustments treated as ordinary loss on the contingent payment debt instrument in prior taxable years.

A net negative adjustment is not subject to the limitation imposed on itemised deductions. Any net negative adjustment in excess of the amounts described above will be carried forward to offset future interest income in respect of the contingent payment debt instrument or to reduce the amount realised on a sale, exchange or retirement of the instrument.

A U.S. Holder generally will recognise taxable gain or loss equal to the difference between the amount realised on the sale, exchange or retirement and the U.S. Holder's tax basis in the contingent payment debt instrument. If a U.S. Holder is paid property, other than cash, in retirement of a contingent payment debt instrument, the amount realised will equal the fair market value of the property, determined at the time of retirement. A U.S. Holder generally will treat any gain as interest income, and any loss as ordinary loss to the extent of the excess of previous interest inclusions in excess of the total net negative adjustments previously taken into account as ordinary losses, and the balance as capital loss. The deductibility of capital losses is subject to limitations. In addition, if a U.S. Holder recognises loss above certain thresholds, the U.S. Holder may be required to file a disclosure statement with the IRS.

A U.S. Holder will have a tax basis in any property, other than cash, received upon the retirement of a contingent payment debt instrument, including in satisfaction of a conversion right or a call right, equal to the fair market value of the property determined at the time of retirement. The U.S. Holder's holding period for the property will commence on the day immediately following its receipt.

A U.S. Holder will have a tax basis in any property, other than cash, received upon the retirement of a contingent payment debt instrument, including in satisfaction of a conversion right or a call right, equal to the fair market value of the property determined at the time of retirement. The U.S. Holder's holding period for the property will commence on the day immediately following its receipt.

Special rules will apply if one or more contingent payments on a contingent payment debt instrument become fixed. For purposes of the preceding sentence, a payment (including an amount payable at maturity) will be treated as fixed if (and when) all remaining contingencies with respect to it are remote or incidental within the meaning of the applicable Treasury Regulations. If one or more contingent payments on a contingent payment debt instrument become fixed more than six months prior to the date the payment is due, a U.S. Holder would be required to make a positive or negative adjustment, as appropriate, equal to the difference between the present value of the amounts that are fixed, using the comparable yield as the discount rate, and the projected amounts of the contingent payments relevant as provided in the projected
payment schedule. If all remaining scheduled contingent payments on a contingent payment debt instrument become fixed substantially contemporaneously, a U.S. Holder would be required to make adjustments to account for the difference between the amounts so treated as fixed and the projected payments in a reasonable manner over the remaining term of the contingent payment debt instrument. A U.S. Holder's tax basis in the contingent payment debt instrument and the character of any gain or loss on the sale of the instrument would also be affected. U.S. Holders are urged to consult their tax advisers concerning the application of these special rules.

**Premium**

If a U.S. Holder purchases a Note for an amount in excess of its stated redemption price at maturity (as defined above under "Original Issue Discount"), the U.S. Holder will be considered to have purchased such Note with "amortisable bond premium" equal in amount to such excess, and generally will not be required to include any original issue discount in income. Generally, a U.S. Holder may elect to amortise such premium as an offset to qualified stated interest income, using a constant yield method similar to that described above (see "Original Issue Discount" above), over the remaining term of the Note (where such Note is not redeemable prior to its maturity date). In the case of Notes that may be redeemed prior to maturity, the premium is calculated assuming that the U.S. Holder will exercise or not exercise its redemption rights in a manner that maximises the U.S. Holder's yield and the Issuer will exercise or not exercise its redemption rights in a manner that lowers the yield on the Note. A U.S. Holder that elects to amortise bond premium must reduce such U.S. Holder's tax basis in the Note by the amount of the premium used to offset qualified stated interest income as set forth above. An election to amortise bond premium applies to all taxable debt obligations held during or after the taxable year for which the election is made and may be revoked only with the consent of the IRS.

**Foreign Currency Notes**

Special U.S. federal income tax rules apply to Notes that are denominated in a specified currency other than the U.S. dollar or the payments of interest or principal on which are payable in one or more currencies or currency units other than the U.S. dollar ("foreign currency Notes").

The rules applicable to foreign currency Notes could require some or all gain or loss on the sale, exchange or other disposition of a foreign currency Note to be recharacterised as ordinary income or loss. The rules applicable to foreign currency Notes are complex and may depend on the U.S. Holder's particular U.S. federal income tax situation. For example, various elections are available under these rules, and whether a U.S. Holder should make any of these elections may depend on the U.S. Holder's particular U.S. federal income tax situation. U.S. Holders are urged to consult their own tax advisers regarding the U.S. federal income tax consequences of the ownership and disposition of foreign currency Notes.

A U.S. Holder who uses the cash method of accounting and who receives a payment of qualified stated interest in a currency other than the U.S. dollar with respect to a foreign currency Note will be required to include in income the U.S. dollar value of the foreign currency payment (determined on the date the payment is received) regardless of whether the payment is in fact converted to U.S. dollars at the time, and this U.S. dollar value will be the U.S. Holder's tax basis in the foreign currency.

An accrual method U.S. Holder will be required to include in income the U.S. dollar value of the amount of interest income (including original issue discount) that has accrued and is otherwise required to be taken into account with respect to a foreign currency Note during an accrual period. The U.S. dollar value of the accrued income will be determined by translating the income at the average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year. The U.S. Holder will recognise ordinary income or loss with respect to accrued interest income on the date the income is actually received. The amount of ordinary income or loss recognised will equal the difference between the U.S. dollar value of the non-U.S. dollar currency payment received (determined on the date the payment is received) in respect of the accrual period (or, where a U.S. Holder receives U.S. dollars, the amount of the payment in respect of the accrual period) and the U.S. dollar value of interest income that has accrued during the accrual period (as determined above).

An accrual method U.S. Holder may elect to translate interest income (including original issue discount) into U.S. dollars at the spot rate on the last day of the interest accrual period, in the case of a partial accrual period, the spot rate on the last day of the accrual period in the taxable year or, if the date of receipt is within five business days of the last day of the interest accrual period, the spot rate on the date of receipt. A U.S.
Holder that makes this election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS.

Original issue discount on a foreign currency Note is to be determined in the relevant foreign currency. Cash method U.S. Holders will be required to account for such original issue discount under rules similar to those described above with respect to accrual method U.S. Holders.

If an election to amortise bond premium is made, amortisable bond premium, calculated in units of the relevant foreign currency, taken into account on a current basis shall reduce interest income in units of the relevant foreign currency. Exchange gain or loss is realised on amortised bond premium with respect to any period by treating the bond premium amortised in the period in the same manner as on the sale, exchange or retirement of the foreign currency Note. Any exchange gain or loss will be ordinary income or loss as described below. If an election to amortise bond premium is not made, any loss realised on the sale, exchange or retirement of a foreign currency Note with amortisable bond premium will be a capital loss to the extent of the bond premium.

A U.S. Holder's tax basis in a foreign currency Note, and the amount of any subsequent adjustment to the U.S. Holder's tax basis, will be the U.S. dollar value amount of the foreign currency amount paid for such foreign currency Note, or of the foreign currency amount of the adjustment, determined on the date of the purchase or adjustment. A U.S. Holder who purchases a foreign currency Note with previously owned non-U.S. currency will recognise ordinary income or loss in an amount equal to the difference, if any, between such U.S. Holder's tax basis in the non-U.S. currency and the U.S. dollar fair market value of the foreign currency Note on the date of purchase.

Gain or loss realised upon the sale, exchange or retirement of a foreign currency Note that is attributable to fluctuation in currency exchange rates will be ordinary income or loss which will not be treated as interest income or expense. Gain or loss attributable to fluctuations in exchange rates will equal the difference between (i) the U.S. dollar value of the non-U.S. currency nominal amount of the Note, determined on the date the payment is received or the Note is disposed of, and (ii) the U.S. dollar value of the non-U.S. dollar currency nominal amount of the Note, determined on the date the U.S. Holder acquired the Note. Payments received attributable to accrued but unpaid interest or discount will be treated in accordance with the rules applicable to payments of interest on foreign currency Notes described above. The foreign currency gain or loss will be recognised only to the extent of the total gain or loss realised by the U.S. Holder on the sale, exchange or retirement of the foreign currency Note. The source of the foreign currency gain or loss will be determined by reference to the residence of the U.S. Holder (or the "qualified business unit" of the U.S. Holder on whose books the Note is properly reflected). Any gain or loss realised by a U.S. Holder in excess of the foreign currency gain or loss will be capital gain or loss except, in the case of a short-term Note, to the extent of any discount not previously included in the U.S. Holder's income.

A U.S. Holder will have a tax basis in any foreign currency received on the sale, exchange or retirement of a foreign currency Note equal to the U.S. dollar value of the non-U.S. currency, determined at the time of sale, exchange or retirement. A cash method taxpayer who buys or sells a foreign currency Note that are traded on an established securities market is required to translate units of non-U.S. currency paid or received into U.S. dollars at the spot rate on the settlement date of the purchase or sale. Accordingly, no exchange gain or loss will result from currency fluctuations between the trade date and the settlement date of the purchase or sale. An accrual method taxpayer may elect the same treatment for all purchases and sales of foreign currency obligations provided that the Notes are traded on an established securities market. This election cannot be changed without the consent of the IRS. Any gain or loss realised by a U.S. Holder on a sale or other disposition of non-U.S. currency (including its exchange for U.S. dollars or its use to purchase foreign currency Notes) will be ordinary income or loss.

**Substitution of the Issuer**

The terms of the Notes provide that, in certain circumstances, the obligations of the Issuer under the Notes may be (i) assumed by an Affiliate or (ii) prior to any such assumption, fulfilled by the Issuer acting through a different Branch or the UBS Head Office (if the Issuer was not acting through the UBS Head Office prior thereto). Any such assumption or Issuing Branch Substitution might be treated for U.S. federal income tax purposes as a deemed disposition of Notes by a U.S. Holder in exchange for new notes issued by the new obligor. As a result of this deemed disposition, a U.S. Holder could be required to recognise capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the fair market value at that time of the U.S. Holder's Notes, and the U.S. Holder's tax basis in those Notes. It might also affect the
timing and amount of income earned on the Notes for U.S. federal income tax purposes in any given tax period. U.S. Holders should consult their tax advisors concerning the U.S. federal income tax consequences to them of a substitution in obligor with respect to the Notes.

**IRS Reporting Requirements**

Treasury regulations require U.S. taxpayers to report certain transactions that give rise to a loss in excess of certain thresholds (a "Reportable Transaction"). Under these regulations, if Notes are denominated in a foreign currency, a U.S. Holder that recognises a loss with respect to the Notes that is characterised as an ordinary loss due to changes in currency exchange rates generally would be required to report the loss to the IRS if the loss exceeds the thresholds set forth in the regulations. For individuals and trusts, this loss threshold is $50,000 in any single taxable year. For other types of taxpayers and other types of losses, the thresholds are higher.

U.S. Holders should consult their own advisors regarding any tax filing and reporting obligations that may apply in connection with acquiring, owning and disposing of Notes.

**Backup Withholding and Information Reporting**

Information returns may be filed with the IRS in connection with payments on the Notes and the proceeds from a sale or other disposition of the Notes. A U.S. Holder may be subject to U.S. backup withholding on these payments if it fails to provide its tax identification number to the paying agent and comply with certain certification procedures or otherwise establish that it qualifies for an exemption from backup withholding.

The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

**Tax Consequences for Non-U.S. Holders**

Unless a Non-U.S. Holder is receiving payments on or with respect to Notes linked to one or more securities, or a basket containing one or more securities, issued by a U.S. issuer, as to payments on any such securities, or as discussed below under "FATCA Withholding Tax" or otherwise noted in supplemental disclosure for the particular offering of Notes set forth in the applicable Final Terms, a Non-U.S. Holder will not be subject to U.S. withholding tax with respect to payments on Notes, but may be subject to generally applicable information reporting, and may also be subject to backup withholding requirements with respect to such payments unless the Non-U.S. Holder complies with certain certification and identification requirements as to the Non-U.S. Holder's non-U.S. status or an exception to the information reporting and backup withholding rules otherwise applies. Non-U.S. Holders that receive payments outside the United States from a broker or other intermediary that is not a U.S. person and does not have certain other connections with the United States generally will not be subject to these information reporting and backup withholding rules.

**FATCA Withholding Tax**

Pursuant to sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a "foreign financial institution" (as defined by FATCA) may be required to withhold on (i) certain payments of U.S. source income and (ii) "foreign passthru payments" (a term which is not yet defined) paid to or in respect of persons that fail to meet certain certification, reporting or related requirements. A number of jurisdictions (including Switzerland) have entered into, or have agreed in substance to, intergovernmental agreements ("IGAs") with the United States to implement FATCA, which modify the way in which FATCA applies in their jurisdictions. Under the provisions of the IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA from payments that it makes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply to foreign passthru payments prior to the date that is two years after the publication of the final regulations defining "foreign passthru payment" in the U.S. Federal Register and, provided that Notes are properly treated as debt for U.S. federal income tax purposes, Notes issued on or prior to the date that is six months after the
date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding on foreign passthru payments unless materially modified after such date or classified as equity for U.S. federal income tax purposes. However, if additional Notes (as described under Condition 15 (Further Issues)) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. In addition, if with respect to Notes issued before the end of the grandfathering period there is a substitution of the Issuer (as described under Condition 14 (Meetings of Noteholders and Modifications of Terms and Conditions: Substitution)) that occurs after the grandfathering period, the Notes may cease to be grandfathered. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, neither UBS nor any other person will be required under the terms of the Notes to pay additional amounts as a result of the withholding.

The U.S. federal income tax discussion set forth above is included for general information only and may not be applicable depending upon an investor's particular situation. Prospective investors should consult their own tax advisors with respect to the tax consequences to them of the ownership and disposition of the Notes and the underlying stock, including the tax consequences under state, local, non-U.S. and other tax laws and the possible effects of changes in U.S. federal or other tax laws.

**ERISA AND RELATED CONSIDERATIONS**

The U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain requirements on "employee benefit plans" within the meaning of Section 3(3) of ERISA that are subject to Title I of ERISA, such as pension plans, profit-sharing plans, collective investment funds, separate accounts and entities whose underlying assets include the assets of such employee benefit plans (collectively, "ERISA Plans"), and on those persons who are fiduciaries with respect to ERISA Plans. ERISA also imposes limits on transactions between ERISA Plans and the ERISA Plan's service providers or other "parties in interest".

Each ERISA Plan fiduciary should consider ERISA and the regulations and guidance thereunder when considering a purchase of the Notes. Fiduciaries of ERISA Plans, as well as other "plans" and arrangements within the meaning of Section 4975(e)(1) of the Code that are subject to Section 4975 of the Code (together with ERISA Plans, "Plans"), should also consider, among other items, the issues described below when deciding whether to purchase the Notes.

**THIS BASE PROSPECTUS/BASE LISTING PARTICULARS IS NOT WRITTEN FOR ANY PARTICULAR PROSPECTIVE INVESTOR, AND IT DOES NOT ADDRESS THE NEEDS OF ANY PARTICULAR PROSPECTIVE INVESTOR. NONE OF THE ISSUER, THE ARRANGER, THE DEALERS, THE AGENTS, THE REGISTRARS OR THEIR RESPECTIVE AFFILIATES HAVE UNDERTAKEN TO PROVIDE IMPARTIAL INVESTMENT ADVICE OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, AND NONE OF THESE PARTIES HAVE OR SHALL PROVIDE ANY ADVICE OR RECOMMENDATION WITH RESPECT TO THE MANAGEMENT OF ANY INVESTMENT OR THE ADVISABILITY OF ACQUIRING, HOLDING, DISPOSING OR EXCHANGING OF ANY NOTE. THE FOLLOWING DISCUSSION IS GENERAL IN NATURE, IS NOT INTENDED TO BE ALL INCLUSIVE AND SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. EACH PLAN FIDUCIARY SHOULD TALK TO ITS LEGAL ADVISER ABOUT THE CONSIDERATIONS DISCUSSED IN THIS SECTION BEFORE PURCHASING THE NOTES. APPLICABLE LAWS GOVERNING THE INVESTMENT AND MANAGEMENT OF THE ASSETS OF GOVERNMENTAL, CERTAIN CHURCH, NON-U.S. AND OTHER BENEFIT PLANS MAY ALSO CONTAIN FIDUCIARY AND PROHIBITED TRANSACTION REQUIREMENTS. ACCORDINGLY, FIDUCIARIES OF SUCH PLANS, IN CONSULTATION WITH THEIR ADVISERS, SHOULD CONSIDER THE IMPACT OF SUCH LAWS ON A PURCHASE OF THE NOTES.**

**Fiduciary Duty of Investing ERISA Plans**

Under ERISA, a person who exercises discretionary authority or control regarding the management or disposition of an ERISA Plan's assets is generally considered a fiduciary of such an ERISA Plan. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, which should take into account each ERISA Plan's facts and circumstances. In considering a purchase of the Notes using assets of
an ERISA Plan, the ERISA Plan fiduciary should determine, particularly in light of the risks and limited liquidity inherent in a purchase of the Notes, (i) whether the purchase would satisfy the diversification requirements of Section 404(a)(1)(C) of ERISA, (ii) whether the purchase would be in accordance with the documents and instruments governing the ERISA Plan pursuant to Section 404(a)(1)(D) of ERISA and (iii) whether the purchase would be prudent with respect to the Note's structure, potential risks and lack of liquidity. When evaluating the prudence of purchasing the Notes, an ERISA Plan fiduciary should consider the U.S. Department of Labor (the "DOL") regulation on investment duties, which can be found at 29 C.F.R. § 2550.404a-1.

In addition, ERISA requires an ERISA Plan fiduciary to maintain indicia of ownership for the ERISA Plan’s assets within the jurisdiction of the U.S. Federal District Courts. An ERISA Plan fiduciary should also consider ERISA's rules relating to delegation of control and whether a purchase of the Notes might constitute or give rise to a non-exempt "prohibited transaction" under Section 406 of ERISA or Section 4975 of the Code (as discussed below).

**Prohibited Transactions**

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of a Plan and certain persons and their affiliates having certain relationships to such Plans (referred to as "parties in interest" under ERISA and "disqualified persons" under Section 4975 of the Code, and collectively, "Parties in Interest"). Regardless of whether the underlying assets of the Issuer are deemed to include assets of a Plan (as discussed below), a purchase of the Notes by a Plan, to the extent it is permitted, may constitute or result in a direct or indirect "prohibited transaction" under Section 406 of ERISA and/or Section 4975 of the Code (collectively, "prohibited transaction") to the extent the Issuer, the Arranger, the Dealers, the Agents, the Registrars or their respective affiliates (each, a "Transaction Party") is considered a Party in Interest. A fiduciary who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and Section 4975 of the Code, and the transaction may have to be rescinded and corrected at a significant cost to the Issuer.

The fiduciary of a Plan that proposes to acquire and hold the Notes should consider, among other things, whether such acquisition and holding may involve (i) the direct or indirect extension of credit to a Party in Interest, (ii) the sale or exchange of any property between a Plan and a Party in Interest or (iii) the transfer to, or use by or for the benefit of, a Party in Interest of any Plan assets. Depending on the satisfaction of certain conditions which may include the identity of the Plan fiduciary making the decision to acquire or hold the Notes on behalf of a Plan, an administrative or statutory exemption may be applicable to a prohibited transaction in respect of a purchase of the Notes. These exemptions include the administrative exemptions of prohibited transaction class exemptions ("PTCE") 84-14 (relating to transactions determined by independent "qualified professional asset managers"), PTCE 90-1 (relating to insurance company pooled separate accounts), PTCE 91-38 (relating to bank collective investment funds), PTCE 95-60 (relating to life insurance company general accounts) and PTCE 96-23 (relating to transactions determined by in-house asset managers) and the statutory exemption of Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code (relating to the purchase and sale of securities and related lending transactions, provided that neither the security's issuer nor any of its affiliates have or exercise any discretionary authority or control or render any investment advice with respect to the assets of the Plan involved in the transaction, and provided further that the Plan pays no more than adequate consideration in connection with the transaction). There can be no assurance that any of these exemptions or other exemptions will be available with respect to any particular transaction involving the Notes or that, if an exemption is available, it will cover all aspects of any particular transaction.

**The Plan Assets Regulation**

Under the DOL regulations at 29 C.F.R. § 2510.3-101 (as modified by Section 3(42) of ERISA, the "Plan Assets Regulation"), if a Plan invests in an "equity interest" of an entity (which is defined as an interest in an entity other than an instrument that is treated as indebtedness under applicable local law and which has no substantial equity features) that is neither a publicly offered security nor a security issued by an investment company registered under the U.S. Investment Company Act of 1940, as amended, the Plan's assets include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established that the entity is an "operating company" or that equity participation by "Benefit Plan Investors" is not "significant".
Equity participation by "Benefit Plan Investors" in an entity is "significant" under the Plan Assets Regulation if, immediately after the most recent acquisition of any equity interest in the entity, twenty-five per cent. (25%) or more of the value of any class of equity interests in the entity is held by "Benefit Plan Investors". "Benefit Plan Investor" means (i) a Plan or (ii) a person or entity whose underlying assets include, or are deemed to include, "plan assets" by reason of a Plan's investment in the person or entity under the Plan Assets Regulation or otherwise for purposes of Title I of ERISA or Section 4975 of the Code. This test must be satisfied at each acquisition, transfer or disposition of the Notes in order for the assets of the Issuer to not be treated as "plan assets". For these purposes, the value of a Note held by certain persons (other than Benefit Plan Investors) that have discretionary authority or "control" over the assets of the entity or that provide investment advice with respect to such assets for a fee, directly or indirectly, or "affiliates" of such persons (other than Benefit Plan Investors) are excluded. For these purposes, an "affiliate" of a person includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person, and "control", with respect to a person other than an individual, means the power to exercise a controlling influence over the management or policies of such person.

Although there cannot be any assurance in this regard, the Issuer believes that the Notes whose terms provide for payment in full of principal at their stated maturity should be characterised as indebtedness without substantial equity features and not as equity interests, unless otherwise indicated in the Final Terms relating to such Notes. However, the Notes whose terms do not provide for payment in full of principal at their stated maturity could be treated as equity interests in a hypothetical entity due to the equity features associated with those Notes. There is little guidance that can be used to predict when or if the DOL or a court would view a security as an equity interest rather than as indebtedness, and it is possible that the DOL could contend, and that a court could hold, that any of the Notes are equity interests. If the underlying assets of the Issuer are deemed to be "plan assets", the obligations and other responsibilities of Plan sponsors, Plan fiduciaries and Plan administrators, and of Parties in Interest, under Title I of ERISA and Section 4975 of the Code, as applicable, may be expanded, and there may be an increase in their liability under these and other provisions of ERISA and the Code (except to the extent (if any) that a favourable statutory or administrative exemption or exception applies). In addition, various providers of fiduciary or other services to the issuer, and any other parties with authority or control with respect to the issuer, could be deemed to be Plan fiduciaries or otherwise Parties in Interest by virtue of their provision of such services.

Similar Plans

"Governmental plans" within the meaning of Section 3(32) of ERISA, "church plans" within the meaning of Section 3(33) of ERISA that have made no election under Section 410(d) of the Code, non-U.S. plans described in Section 4(b)(4) of ERISA and benefit plans that are not Benefit Plan Investors (any such plan, a "Similar Plan"), while not subject to the fiduciary responsibility and prohibited transaction provisions of Title I of ERISA and Section 4975 of the Code, may nevertheless be subject to a U.S. federal, state, local, non-U.S. or other law or regulation that contains one or more provisions that are substantially similar to the foregoing provisions of ERISA and the Code (any such law or regulation, a "Similar Law").

Representations and Warranties

Unless otherwise provided in the relevant Final Terms, each purchaser and subsequent transferee of a Note (or an interest therein), whose terms do not provide for payment in full of principal at their stated maturity, will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (A) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of (i) a Benefit Plan Investor or (ii) a Similar Plan that is subject to any Similar Law, whose acquisition, holding and disposition of such a Note (or an interest therein) could result in or constitute a violation of any Similar Law, and (B) it will not sell or otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

Unless otherwise provided in the Final Terms, each purchaser and subsequent transferee of a Note (or an interest therein), whose terms provide for payment in full of principal at their stated maturity, will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (A) either (i) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of a Benefit Plan Investor or a Similar Plan that is subject to any Similar Law or (ii) its acquisition, holding and disposition of such a Note (or an interest therein) will not result in or constitute a non-exempt prohibited transaction or a violation of any Similar Law and (B) it will not sell or
otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

Moreover, unless otherwise provided in the Final Terms, each purchaser and subsequent transferee of a Note (or an interest therein), whose terms provide for payment in full of principal at their stated maturity, that is a Benefit Plan Investor will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (X) none of the Transaction Parties have provided any investment recommendation or investment advice to the Benefit Plan Investor or any fiduciary or other person investing the assets of the Benefit Plan Investor (a “Plan Fiduciary”), on which either the Benefit Plan Investor or Plan Fiduciary has relied in connection with the decision to acquire such a Note (or an interest therein), (Y) the Transaction Parties are not otherwise undertaking to act as a “fiduciary” as that term is defined in Section 21 of ERISA or Section 4975(e)(3) of the Code, to the Benefit Plan Investor or Plan Fiduciary in connection with the Benefit Plan Investor's acquisition of such a Note (or an interest therein) and (Z) the Plan Fiduciary is exercising its own independent judgment in evaluating the transaction.

Any purported transfer of such a Note (or an interest therein) that does not comply with these requirements above shall be null and void ab initio. There can be no assurance that these representations and warranties will be effective to prevent prohibited transactions from occurring or property of the Issuer from being treated as “plan assets” for purposes of Title I of ERISA or Section 4975 of the Code as a result of Benefit Plan Investors holding the Notes (or an interest therein).

The foregoing discussion is general in nature and not intended to be all-inclusive. Any Benefit Plan Investor or Similar Plan fiduciary who proposes to cause a Plan or Similar Plan to purchase a Note (or an interest therein) to the extent permitted in the relevant Final Terms should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of Title I of ERISA and Section 4975 of the Code to such an investment, and to confirm that such investment will not constitute or result in a prohibited transaction or any other violation of an applicable requirement of ERISA, the Code or Similar Law. This Base Prospectus is not directed to any particular prospective purchaser, nor does it address the needs of any particular prospective purchaser.
SELLING RESTRICTIONS

Subject to all legal and regulatory requirements, Notes may be issued from time to time by the Issuer to any one or more of UBS AG London Branch, UBS Europe SE, UBS Securities LLC and UBS AG (the "Dealers") or to any other person. The arrangements under which Notes may from time to time be agreed to be issued by the Issuer to, and subscribed by, Dealers are set out in an amended and restated dealer agreement dated 7 June 2019 (the "Dealers Agreement") and made between the Issuer and the Dealers, as such agreement may be amended or supplemented or superseded from time to time. If in the case of any Tranche of Notes the method of distribution is an agreement between the Issuer and a single Dealer for that Tranche to be issued by the Issuer and subscribed by that Dealer, the method of distribution will be described in the relevant Final Terms as "Non-Syndicated" and the name of that Dealer and any other interest of that Dealer which is material to the issue of that Tranche beyond the fact of the appointment of that Dealer will be set out in the relevant Final Terms. If in the case of any Tranche of Notes the method of distribution is an agreement between the Issuer and more than one Dealer for that Tranche to be issued by the Issuer and subscribed by those Dealers, the method of distribution will be described in the relevant Final Terms as "Syndicated", the obligations of those Dealers to subscribe the relevant Notes will be joint and several and the names and addresses of those Dealers and any other interests of any of those Dealers which is material to the issue of that Tranche beyond the fact of the appointment of those Dealers will be set out in the relevant Final Terms. Any such agreement for the issue and subscription of Notes will, inter alia, cover the price of the Notes, any commissions or other deductibles in respect of the Notes, the Form of the Notes, any other commercial terms of the issue and subscription of the Notes themselves, and any syndication or underwriting of the issue. The Dealers Agreement makes provision for the resignation or renewal of existing Dealers and the appointment of additional or other Dealers, either generally in respect of the Programme or in relation to a particular Series or Tranche of Notes.

UNITED STATES

(Regulation S Category 2; TEFRA D, unless TEFRA C is specified as applicable in the relevant Final Terms; Rule 144A eligible if so specified in the relevant Final Terms)

The Notes have not been, and will not be, registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as provided in the Dealers Agreement, it has not offered and sold Notes and will not offer and sell Notes of any Tranche (i) as part of its distribution at any time and (ii) otherwise until 40 days after the later of the date of issue of the relevant Tranche of Notes and the completion of the distribution of such Tranche, as determined and certified to the relevant Agent or the Issuer by the relevant Dealer (or in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the relevant Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, US persons and it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Notes of such Tranche from it during the distribution compliance period (other than resales pursuant to Rule 144A) a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Dealers Agreement provides that the Dealers may directly or through their respective U.S. broker dealer affiliates arrange for the offer and resale of the Notes in the United States only to qualified institutional buyers in reliance on Rule 144A.

In addition, until 40 days after the commencement of the offering of any Tranche of Notes, an offer or sale of Notes of such Tranche within the United States by a dealer that is not participating in the offering of such Notes may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A.
Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986, as amended, and the regulations thereunder.

(A) Where TEFRA D is specified in the relevant Final Terms as being applicable in relation to any Tranche of Notes, each Dealer will be required to represent, undertake and agree (and each additional Dealer appointed under the Programme will be required to represent, undertake and agree) that:

(i) except to the extent permitted under TEFRA D, (a) it has not offered or sold, and during the restricted period will not offer or sell, any Notes in bearer form to a person who is within the United States or its possessions or to a U.S. person, and (b) it has not delivered and will not deliver within the United States or its possessions Notes in bearer form and in definitive form that are sold during the restricted period;

(ii) it has, and throughout the restricted period will have, in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a U.S. person, except as permitted by TEFRA D;

(iii) if it is a U.S. person, it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance and, if it retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of United States Treasury Regulations §1.163-5(c)(2)(i)(D)(6) (or successor provisions);

(iv) with respect to each affiliate (if any) that acquires from such Dealer Notes in bearer form for the purposes of offering or selling such Notes during the restricted period, such Dealer either repeats and confirms the representations, undertakings and agreements contained in sub-clauses (i), (ii) and (iii); and

(v) above on such affiliate's behalf or agrees that it will obtain from such affiliate for the benefit of the Issuer the representations, undertakings and agreements contained in such sub-clauses (i), (ii) and (iii); and

(vi) shall obtain for the benefit of the Issuer the representations, undertakings and agreements contained in sub-clauses (i), (ii), (iii), (iv) and this sub-clause (v) of this paragraph from any person other than its affiliate with whom it enters into a written contract, (a "distributor" as defined in United States Treasury Regulations §1.163-5(c)(2)(i)(D)(4) (or successor provisions)), for the offer or sale during the restricted period of the Notes in bearer form.

(B) In addition, where TEFRA C is specified in the relevant Final Terms as being applicable in relation to any Tranche of Notes, such Notes must in their original issuance, be issued and delivered outside the United States and its possessions and, accordingly, each Dealer will be required to represent, undertake and agree (and each additional Dealer will be required to represent, undertake and agree) that, in connection with the original issuance of the Notes:

(i) it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any Notes in bearer form within the United States or its possessions; and

(ii) it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such purchaser or such Dealer is within the United States or its possessions and will not otherwise involve the United States office of such Dealer in the offer and sale of Notes in bearer form.

Terms used in sub-clauses (A) and (B) have the meanings given to them by the Code and the regulations thereunder.

Unless otherwise provided in the Final Terms, each purchaser and subsequent transferee of a Note (or an interest therein), whose terms do not provide for payment in full of principal at their stated
maturity, unless otherwise permitted pursuant to the relevant Final Terms relating to such Notes, will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (A) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of (i) a Benefit Plan Investor or (ii) a Similar Plan that is subject to any Similar Law, whose acquisition, holding and disposition of such a Note (or an interest therein) could result in or constitute a violation of any Similar Law, and (B) it will not sell or otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

Unless otherwise provided in the relevant Final Terms, each purchaser and subsequent transferee of a Note (or an interest therein), whose terms provide for payment in full of principal at their stated maturity, will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (A) either (i) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of a Benefit Plan Investor or a Similar Plan that is subject to any Similar Law or (ii) its acquisition, holding and disposition of such a Note (or an interest therein) will not result in or constitute a non-exempt prohibited transaction or a violation of any Similar Law and (B) it will not sell or otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

Moreover, unless otherwise provided in the Final Terms, each purchaser and subsequent transferee of a Note (or an interest therein), whose terms provide for payment in full of principal at their stated maturity, that is a Benefit Plan Investor will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (X) none of the Transaction Parties have provided any investment recommendation or investment advice to the Benefit Plan Investor or any fiduciary or other person investing the assets of the Benefit Plan Investor (a “Plan Fiduciary”), on which either the Benefit Plan Investor or Plan Fiduciary has relied in connection with the decision to acquire such a Note (or an interest therein), (Y) the Transaction Parties are not otherwise undertaking to act as a "fiduciary" as that term is defined in Section (21) of ERISA or Section 4975(e)(3) of the Code, to the Benefit Plan Investor or Plan Fiduciary in connection with the Benefit Plan Investor's acquisition of such a Note (or an interest therein) and (Z) the Plan Fiduciary is exercising its own independent judgment in evaluating the transaction.

Any purported transfer of such a Note (or an interest therein) that does not comply with these requirements above shall be null and void ab initio. There can be no assurance that these representations and warranties will be effective to prevent prohibited transactions from occurring or property of the Issuer from being treated as "plan assets" for purposes of Title I of ERISA or Section 4975 of the Code as a result of Benefit Plan Investors holding the Notes (or an interest therein).

Each Series of Notes will also be subject to such further United States selling restrictions as the Issuer and the relevant Dealer(s) may agree and as indicated in the relevant Final Terms.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS**

Unless the relevant Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and
(b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the relevant Final Terms in respect of any Notes specify "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the EEA which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(a) Approved prospectus: if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "Non-exempt Offer"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus which is not a Drawdown Prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(b) Qualified investors: at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(c) Fewer than 150 offered: at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(d) Other exempt offers: at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive.

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (as amended or superseded), and includes any relevant implementing measure in the Relevant Member State.

SELLING RESTRICTIONS ADDRESSING ADDITIONAL UNITED KINGDOM SECURITIES LAWS

In relation to each Tranche of Notes, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

(a) No deposit-taking: in relation to any Notes having a maturity of less than one year:

(i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
(ii) it has not offered or sold and will not offer or sell any Notes other than to persons:

(A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;

(b) Financial Promotion: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not or would not, if the Issuer was not an authorised person, apply to the Issuer; and

(c) General Compliance: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

SELLING RESTRICTIONS ADDRESSING ADDITIONAL NETHERLANDS SECURITIES LAWS

For selling restrictions in respect of The Netherlands, see "Prohibition of Sales to EEA Retail Investors" above and in addition:

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it will not make an offer of Notes which are the subject of the offering contemplated by a Drawdown Prospectus or by this Base Prospectus as completed by the relevant Final Terms relation thereto to the public in The Netherlands in reliance on Article 3(2) of the Prospectus Directive, unless such offer is made exclusively to persons or legal entities which are qualified investors (as defined in the Dutch Financial Supervision Act (Wet op het financieel toezicht, the "FSA") and which includes authorised discretionary asset managers acting for the account of retail investors under a discretionary investment management contract) in The Netherlands.

For the purposes of this provision, the expressions (i) an "offer of Notes to the public" in relation to any Notes in The Netherlands and (ii) "Prospectus Directive" have the meaning given to them above in the paragraph headed "Prohibition of Sales to EEA Retail Investors".

Zero Coupon Notes (as defined below) in definitive form may only be transferred and accepted, directly or indirectly, within, from or into The Netherlands through the mediation of either the Issuer or a member firm of Euronext Amsterdam N.V. admitted on one or more of the markets or systems held or operated by Euronext Amsterdam N.V., in full compliance with the Dutch Savings Certificates Act (Wet inzake spaarbewijzen) of 21 May 1985 (as amended) and its implementing regulations.

No such mediation is required: (a) in respect of the transfer and acceptance of rights representing an interest in a Zero Coupon Note in global form, or (b) in respect of the initial issue of Zero Coupon Notes in definitive form to the first holders thereof, or (c) in respect of the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession, or (d) in respect of the transfer and acceptance of such Zero Coupon Notes within, from or into The Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in a Zero Coupon Note in global form) of any particular Series or Tranche are issued outside The Netherlands and are not distributed into The Netherlands in the course of initial distribution or immediately thereafter.

In the event that the Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Notes have to be complied with.

As used herein "Zero Coupon Notes" are Notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.
AUSTRALIA

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the "Corporations Act")) in relation to the Programme or the Notes has been (or will be) lodged with, or registered by, the Australian Securities and Investments Commission ("ASIC"). Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that, unless the relevant Final Terms (or another relevant supplement to this Base Prospectus/Base Listing Particulars) otherwise provides, it:

(a) has not offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of the Notes (or an interest in them) in, or into Australia (including an offer or invitation which is received by a person in Australia); and

(b) has not distributed or published, and will not distribute or publish, this Base Prospectus/Base Listing Particulars or any other offering material or advertisement relating to the Notes (or an interest in them) in Australia,

unless (i) the aggregate consideration payable by each offeree is at least A$500,000 (or the equivalent in another currency, in either case, disregarding monies lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or 7.9 of the Corporations Act, (ii) such action complies with all applicable laws, regulations and directives (including, without limitation, the licensing requirements set out in Chapter 7 of the Corporations Act) and does not require any document to be lodged with ASIC or any other regulatory authority in Australia, and (iii) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act.

In addition, and unless the relevant Final Terms otherwise provides, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, in connection with the primary distribution of Notes issued by UBS AG Australia Branch, it will not offer or sell such Notes to any person if, at the time of such sale, the officers and employees of the Dealer aware of, or involved in, the sale know or have reasonable grounds to suspect that, as a result of such sale, any such Notes, or an interest in any such Notes, were being, or would later be, acquired (directly or indirectly) by an "associate" of UBS AG within the meaning of section 128F(9) of the Australian Tax Act and associated regulations and, where applicable, any replacement legislation including, but not limited to, the Income Tax Assessment Act 1997 of Australia, except as permitted by section 128F(5) of the Australian Tax Act.

Section 708(19) of the Corporations Act provides that an offer of debentures for issue or sale does not need disclosure to investors in accordance with Part 6D.2 of the Corporations Act if the Issuer is an ADI. As at the date of this Base Prospectus/Base Listing Particulars, UBS AG Australia Branch is licensed by the Australian Prudential Regulation Authority as a foreign ADI.

JAPAN

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948), as amended (the "FIEA"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, "resident of Japan" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

SINGAPORE

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of
an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or
distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or
invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in
Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures
Act (Chapter 289) of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section
274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section
275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the
conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the
conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole
business of which is to hold investments and the entire share capital of which is owned by one or
more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments
and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contract (each term as defined in Section 2 (1) of the SFA) of that
corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be
transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer
made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person, or to any person arising from an offer referred
to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities

HONG KONG

Each Dealer has represented and agreed that, and each further Dealer appointed under the Programme will
be required to represent and agree that:

1. it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any
Notes except for Notes which are a "structured product" as defined in the Securities and Futures
Ordinance (Cap. 571) of Hong Kong (the "SFO") other than (a) to "professional investors" as
defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not
result in the document being a "prospectus" as defined in the Companies (Winding Up and
Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "Companies Ordinance") or
which do not constitute an offer to the public within the meaning of the Companies Ordinance; and

2. it has not issued or had in its possession for the purposes of issue, and will not issue or have in its
possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement,
invitation or document relating to the Notes, which is directed at, or the contents of which are likely
to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities
laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of
only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and
any rules made under the SFO.

PRC

The Dealers and Investors have acknowledged that this Base Prospectus/Base Listing Particulars, or the
Notes or any material or information contained or incorporated by reference in this Base Prospectus/Base
Listing Particulars relating to the Notes, have not been, and will not be submitted to become,
approved/verified by or registered with any relevant government authorities under the PRC law. Accordingly the Notes may not be offered or sold directly or indirectly in the PRC and this Base Prospectus/Base Listing Particulars may not be supplied to the public in the PRC or used in connection with any offer for subscription or sale of the Notes in the PRC directly or indirectly. The material or information contained or incorporated by reference in this Base Prospectus/Base Listing Particulars relating to the Notes does not constitute an offer to sell or the solicitation of an offer to buy any securities by any person in the PRC. The Notes may only be invested by PRC investors that are authorised to engage in the purchase of Notes of the type being offered or sold.

Each Dealer has represented, warranted and agreed to and with UBS AG Group that it has not made, and will not make, any offers, promotions, solicitations for sales of or for, as the case may be, any Notes in the PRC, except where permitted by the China Securities Regulatory Commission, the People's Bank of China and other competent authorities or where the activity otherwise is permitted under the PRC law. PRC investors should note that they themselves are responsible for informing themselves about observing all legal and regulatory restrictions, obtaining all relevant government approvals/licenses, verifications and/or registrations (if any) from all relevant PRC governmental authorities (including but not limited to the China Banking and Insurance Regulatory Commission, the China Securities Regulatory Commission, the State Administration of Foreign Exchange and/or other relevant regulatory bodies), and complying with all the applicable PRC regulations, including but not limited to any relevant PRC foreign exchange regulations and/or overseas investment regulations.

TAIWAN

Subject to the paragraph below, the Notes may not be sold, offered or issued to Taiwan resident investors or in Taiwan unless they are made available, (i) outside Taiwan for purchase outside Taiwan by such investors and/or (ii) in Taiwan, (A) in the case of Notes which are a "structured product" as defined in the Regulation Governing Offshore Structured Products of the Republic of China ("OSP Regulation") through bank trust departments, licensed securities brokers and/or insurance company investment linked insurance policies pursuant to the OSP Regulation or (B) in the case of Notes which are not "structured products" under the OSP Regulation, through properly licensed Taiwan intermediaries (including the non-discretionary monetary trust of licensed banks in Taiwan acting as trustees) in such manner as complies with Taiwan law and regulation and/or (iii) in such other manner as may be permitted in accordance with Taiwan laws and regulations.

As to the Notes to be listed on the Professional Board of Taipei Exchange in Taiwan pursuant to the Rules Governing Management of Foreign Currency Denominated International Bonds of the Taipei Exchange, the above selling restriction is not applicable and following selling restriction shall apply instead: the Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly to investors other than "professional institutional investors" as defined in Paragraph 2 of Article 4 of Taiwan Financial Consumer Protection Act.

CANADA

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus or any Final Terms (including any amendment or supplement thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts ("NI 33-105"), so long as a concurrent distribution of the Notes is made to investors in the United States, the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering. In the event the Notes are distributed to investors in Canada without a
concurrent distribution of the Notes to investors in the United States, the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest may apply.

**JERSEY**

The Notes are not and will not be registered in Jersey.

The Notes may be offered, sold or delivered to investors resident in Jersey.

The Jersey Financial Services Commission (the "Commission") has given and not withdrawn its consent under Article 8(2) of the Control of Borrowing (Jersey) Order 1958, as amended, to the circulation in Jersey of this Base Prospectus and the relevant Final Terms in respect of each issue of Notes. The Commission is protected by the Control of Borrowing (Jersey) Law 1947, as amended, against any liability arising from the discharge of its functions under the law.

**BELGIUM**

This Base Prospectus has not been submitted for approval to the Belgian Financial Services and Markets Authority. Accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that Notes that have a maturity of less than 12 months and qualify as money market instruments (and that therefore fall outside the scope of the Prospectus Directive) may not be distributed in Belgium by way of a public offering, as defined for the purposes of the law of 16 June 2006 on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended or replaced.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to Belgian Consumers, and has not distributed or caused to be distributed and will not distribute or cause to be distributed, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes to Belgian Consumers. For these purposes, a "Belgian Consumer" has the meaning provided by the Belgian Code of Economic Law, as amended from time to time (Wetboek van 28 februari 2013 van economisch recht/Code du 28 février 2013 de droit économique), being any natural person resident or located in Belgium and acting for purposes which are outside his/her trade, business or profession.

**SWITZERLAND**

Except as described in the immediately succeeding paragraph, Notes that constitute structured products within the meaning of the Swiss Federal Act on Collective Investment Schemes (the "CISA") may not be offered, sold, advertised or otherwise distributed, directly or indirectly, and neither this Base Prospectus nor any other offering or marketing material relating to such Notes may be distributed or otherwise made available, in each case, in or from Switzerland, except to qualified investors as defined in article 10 of the CISA (Qualified Investors). Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a simplified prospectus as such term is understood pursuant to article 5 of the CISA.

In respect of Notes that (x) constitute structured products within the meaning of the CISA and (y) will be offered in or from Switzerland to persons other than Qualified Investors:

(i) the relevant Dealers will (i) agree to offer and sell such Notes in accordance with the CISA, and (ii) in the case of any such Notes to be listed on the SIX Swiss Exchange, agree to comply with the applicable listing procedures of the listing rules of the SIX Swiss Exchange; and

(ii) the Issuer will (i) prepare a simplified prospectus as such term is understood pursuant to article 5 of the CISA and distribute such simplified prospectus in accordance with the CISA, and (ii) in the case of any such Notes to be listed on the SIX Swiss Exchange, prepare and distribute a prospectus in accordance with, and comply with the other applicable listing procedures of, the listing rules of the SIX Swiss Exchange.

The Notes do not constitute participations in a collective investment scheme within the meaning of the CISA. Therefore, the Notes are not subject to the approval of, or supervision by, FINMA, and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.
GENERAL

Persons into whose hands this Base Prospectus/Base Listing Particulars comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material and to obtain any consent, approval or permission required by them for the purchase, offer, sale or delivery by them of any Notes under the law and regulations in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales or deliveries, in all cases at their own expense, and neither the Issuer nor any Dealer shall have responsibility therefor. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

In particular, but without limiting the generality of the preceding paragraph, and subject to any amendment or supplement which may be agreed with the Issuer in respect of any particular Series or Tranche, each purchaser of Notes must comply with the restrictions described below, except to the extent that, as a result of changes in, or in the official interpretation of, any applicable legal or regulatory requirements, non-compliance would not result in any breach of the requirements set forth in the preceding paragraph.
TRANSFER RESTRICTIONS

1. TRANSFER RESTRICTIONS

On or prior to the 40th day after the issue date of a Tranche of Notes represented by an Unrestricted Global Note, a beneficial interest in the Unrestricted Global Note may be transferred to a person who wishes to hold such beneficial interest through the Restricted Global Note only upon receipt by the relevant Registrar of a written certification from the transferor (in substantially the form scheduled to the Agency Agreement) to the effect that such transfer is being made to a person who is or whom the transferor reasonably believes is a qualified institutional buyer, in a transaction meeting the requirements of Rule 144A and in accordance with applicable securities laws. After such 40th day, such certification requirements will no longer apply to such transfers.

A beneficial interest in the Restricted Global Note may also be transferred to a person who wishes to hold such beneficial interest through the Unrestricted Global Note only upon receipt by the relevant Registrar of a written certification from the transferor (in substantially the form scheduled to the Agency Agreement) to the effect that such transfer is being made in accordance with applicable securities laws.

Any beneficial interest in either the Restricted Global Note or the Unrestricted Global Note that is transferred to a person who takes delivery in the form of a beneficial interest in the other such Global Note will, upon transfer, cease to be a beneficial interest in such Global Note and become a beneficial interest in the other such Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to a beneficial interest in the other such Global Note for so long as such person retains such an interest.

Restricted Global Notes

Each purchaser of Restricted Global Notes offered in reliance on Rule 144A, by accepting delivery of this Base Prospectus/Base Listing Particulars and the Restricted Global Notes, will be deemed to have represented, agreed and acknowledged as follows:

(i) It (A) is a qualified institutional buyer, (B) is acquiring the Restricted Global Notes for its own account or for the account of one or more qualified institutional buyers, (C) is not formed for the purpose of investing in the Restricted Global Notes or the Issuer and (D) is aware, and each beneficial owner of such Restricted Global Notes has been advised, that the sale of the Restricted Global Notes to it is being made in reliance on Rule 144A.

(ii) The Restricted Global Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it, and any person acting on its behalf, reasonably believes is a qualified institutional buyer purchasing for its own account or for the account of one or more qualified institutional buyers, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (d) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any State of the United States and (ii) it will, and each subsequent holder of the Restricted Global Notes is required to, notify any purchaser of the Restricted Global Notes from it of the resale restrictions on the Restricted Global Notes.

(iii) The Restricted Global Notes and any Registered Notes in definitive form offered in reliance on Rule 144A or exchanged for Restricted Global Notes (“Restricted Definitive Notes”) will bear a legend to the following effect, unless the Issuer determines otherwise in accordance with applicable law:

"THIS GLOBAL NOTE EVIDENCED HEREBY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR JURISDICTION OF THE"
UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT ("RULE 144A") TO A PERSON THAT THE SELLER OR ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A (A "QIB") UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QIBS, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144A (IF AVAILABLE), OR (4) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALES OF THE NOTES."

For Notes whose terms do not provide for payment in full of principal at their stated maturity, unless otherwise provided in the relevant Final Terms:

"EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR AN INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED, BY ITS ACQUISITION AND HOLDING OF THIS NOTE (OR AN INTEREST HEREIN), THAT (A) IT IS NOT (AND FOR SO LONG AS IT HOLDS THIS NOTE (OR AN INTEREST HEREIN) WILL NOT BE) ACTING ON BEHALF OF (I) A "BENEFIT PLAN INVESTOR" OR (II) A "SIMILAR PLAN" THAT IS SUBJECT TO A U.S. FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAW OR REGULATION THAT CONTAINS ONE OR MORE PROVISIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY AND PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") (ANY SUCH LAW OR REGULATION, A "SIMILAR LAW"), WHOSE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR AN INTEREST HEREIN) COULD RESULT IN OR CONSTITUTE A VIOLATION OF ANY SIMILAR LAW AND (B) IT WILL NOT SELL OR OTHERWISE TRANSFER SUCH A NOTE (OR AN INTEREST HEREIN) TO ANY PERSON WITHOUT FIRST OBTAINING THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS. ANY PURPORTED TRANSFER OF SUCH A NOTE (OR AN INTEREST HEREIN) THAT DOES NOT COMPLY WITH THESE REQUIREMENTS ABOVE SHALL BE NULL AND VOID AB INITIO.

A "BENEFIT PLAN INVESTOR" IS AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF ERISA THAT IS SUBJECT TO TITLE I OF ERISA, A "PLAN" WITHIN THE MEANING OF SECTION 4975(e)(1) OF THE CODE THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR A PERSON OR ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN INVESTMENT IN THE PERSON OR ENTITY BY THE FOREGOING EMPLOYEE BENEFIT PLAN OR PLAN UNDER THE U.S. DEPARTMENT OF LABOR REGULATION AT 29 C.F.R. § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE. A "SIMILAR PLAN" IS A "GOVERNMENTAL PLAN" WITHIN THE MEANING OF SECTION 3(32) OF ERISA, A NON-U.S. PLAN DESCRIBED IN SECTION 4(b)(4) OF ERISA, A "CHURCH PLAN" WITHIN THE MEANING OF SECTION 3(33) OF ERISA THAT HAS MADE NO ELECTION UNDER SECTION 410(d) OF THE CODE OR A BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR."
For Notes whose terms provide for payment in full of principal at their stated maturity, unless otherwise provided in the relevant Final Terms:

"EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR AN INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED, BY ITS ACQUISITION AND HOLDING OF THIS NOTE (OR AN INTEREST HEREIN), THAT (A) EITHER (I) IT IS NOT (AND FOR SO LONG AS IT HOLDS THIS NOTE (OR AN INTEREST HEREIN) WILL NOT BE) ACTING ON BEHALF OF A "BENEFIT PLAN INVESTOR" OR A "SIMILAR PLAN" THAT IS SUBJECT TO A U.S. FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAW OR REGULATION THAT CONTAINS ONE OR MORE PROVISIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY AND PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") (ANY SUCH LAW OR REGULATION, A "SIMILAR LAW"), OR (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR AN INTEREST HEREIN) WILL NOT RESULT IN OR CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE OR A VIOLATION OF ANY SIMILAR LAW AND (B) IT WILL NOT SELL OR OTHERWISE TRANSFER SUCH A NOTE (OR AN INTEREST HEREIN) TO ANY PERSON WITHOUT FIRST OBTAINING THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS.

A "BENEFIT PLAN INVESTOR" IS AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF ERISA THAT IS SUBJECT TO TITLE I OF ERISA, A "PLAN" WITHIN THE MEANING OF SECTION 4975(e)(1) OF THE CODE THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR A PERSON OR ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN INVESTMENT IN THE PERSON OR ENTITY BY THE FOREGOING EMPLOYEE BENEFIT PLAN OR PLAN UNDER THE U.S. DEPARTMENT OF LABOR REGULATION AT 29 C.F.R. § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE. A "SIMILAR PLAN" IS A "GOVERNMENTAL PLAN" WITHIN THE MEANING OF SECTION 3(32) OF ERISA, A NON-U.S. PLAN DESCRIBED IN SECTION 4(b)(4) OF ERISA, A "CHURCH PLAN" WITHIN THE MEANING OF SECTION 3(33) OF ERISA THAT HAS MADE NO ELECTION UNDER SECTION 410(d) OF THE CODE OR A BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR.

MOREOVER, EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR AN INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED, BY ITS ACQUISITION AND HOLDING OF SUCH A NOTE (OR AN INTEREST HEREIN), THAT, IF IT IS A BENEFIT PLAN INVESTOR, (X) NONE OF THE ISSUER, THE ARRANGER, THE DEALERS, THE AGENTS, THE REGISTRARS OR THEIR RESPECTIVE AFFILIATES (EACH, A "TRANSACTION PARTY") HAVE PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE TO THE BENEFIT PLAN INVESTOR OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN INVESTOR (A "PLAN FIDUCIARY"), ON WHICH EITHER THE BENEFIT PLAN INVESTOR OR PLAN FIDUCIARY HAS RELIED IN CONNECTION WITH THE DECISION TO ACQUIRE SUCH A NOTE (OR AN INTEREST HEREIN), (Y) THE TRANSACTION PARTIES ARE NOT OTHERWISE UNDERTAKING TO ACT AS A "FIDUCIARY" AS THAT TERM IS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE, TO THE BENEFIT PLAN INVESTOR OR PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN INVESTOR'S ACQUISITION OF SUCH A NOTE (OR AN INTEREST HEREIN) AND (Z) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE TRANSACTION. ANY PURPORTED TRANSFER OF SUCH A NOTE (OR AN INTEREST HEREIN) THAT
DOES NOT COMPLY WITH THESE REQUIREMENTS ABOVE SHALL BE NULL AND VOID AB INITIO."

(iv) Unless otherwise provided in the relevant Final Terms, for Notes whose terms do not provide for payment in full of principal at their stated maturity, it will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (i) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of (A) a "Benefit Plan Investor" or (B) a "Similar Plan" that is subject to a U.S. federal, state, local, non-U.S. or other law or regulation that contains one or more provisions that are substantially similar to the fiduciary responsibility and prohibited transaction provisions of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), whose acquisition, holding and disposition of such a Note (or an interest therein) could result in or constitute a violation of any Similar Law, and (ii) it will not sell or otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

A "Benefit Plan Investor" is an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Title I of ERISA, a "plan" within the meaning of Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code or a person or entity whose underlying assets include, or are deemed to include, "plan assets" by reason of an investment in the person or entity by the foregoing employee benefit plan or plan under the U.S. Department of Labor regulation at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA, or otherwise for purposes of Title I of ERISA or Section 4975 of the Code. A "Similar Plan" is a "governmental plan" within the meaning of Section 3(32) of ERISA, a non-U.S. plan described in Section 4(b)(4) of ERISA, a "church plan" within the meaning of Section 3(33) of ERISA that has made no election under Section 410(d) of the Code or a benefit plan that is not a Benefit Plan Investor.

(v) Unless otherwise provided in the relevant Final Terms, for Notes whose terms provide for payment in full of principal at their stated maturity, it will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (i) either (A) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of a Benefit Plan Investor or a Similar Plan that is subject to any Similar Law or (B) its acquisition, holding and disposition of such a Note (or an interest therein) will not result in or constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any Similar Law and (ii) it will not sell or otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

Moreover, unless otherwise provided in the Final Terms, each purchaser and subsequent transferee of a Note (or an interest therein), whose terms provide for payment in full of principal at their stated maturity, that is a Benefit Plan Investor will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (X) none of the Issuer, the Arranger, the Dealers, the Agents, the Registrars or their respective affiliates (each, a "Transaction Party") have provided any investment recommendation or investment advice to the Benefit Plan Investor or Plan Fiduciary, on which either the Benefit Plan Investor or Plan Fiduciary has relied in connection with the decision to acquire such a Note (or an interest therein), (Y) the Transaction Parties are not otherwise undertaking to act as a "fiduciary" as that term is defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Benefit Plan Investor or Plan Fiduciary in connection with the Benefit Plan Investor's acquisition of such a Note (or an interest therein) and (Z) the Plan Fiduciary is exercising its own independent judgment in evaluating the transaction.

(vi) Any purported transfer of such a Note (or an interest therein) that does not comply with these requirements above (iv) and (v) shall be null and void ab initio. There can be no assurance that these representations and warranties will be effective to prevent prohibited transactions from occurring or property of the Issuer from being treated as "plan assets"
for purposes of Title I of ERISA or Section 4975 of the Code as a result of Benefit Plan Investors holding the Notes (or an interest therein).

(vii) It understands that the Issuer, the Registrar, the relevant Dealer(s) and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Restricted Global Notes is no longer accurate, it shall promptly notify the Issuer and the relevant Dealer(s). If it is acquiring any Notes for the account of one or more qualified institutional buyers, it represents that it has sole investment discretion with respect to each of those accounts and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Upon the transfer, exchange or replacement of a Restricted Global Note or a Restricted Definitive Note bearing the legend referred to above, or upon specific request for removal of the legend, the Issuer will deliver only Restricted Definitive Notes that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Issuer and the relevant Registrar an opinion reasonably satisfactory to the Issuer of United States counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States to the effect that neither such legend nor the restrictions on transfer set forth therein are required to maintain compliance with the provisions of such laws.

Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Unrestricted Global Notes and Uncertificated Swiss Notes

Each purchaser of Unrestricted Global Notes and/or Uncertificated Swiss Notes sold pursuant to Regulation S and each subsequent purchaser of such Unrestricted Global Notes and/or Uncertificated Swiss Notes in resales prior to the expiration of the distribution compliance period, by accepting delivery of this Base Prospectus/Base Listing Particulars and the Unrestricted Global Notes and/or Uncertificated Swiss Notes, will be deemed to have represented, agreed and acknowledged that:

(i) It is, or at the time Unrestricted Global Notes or Uncertificated Swiss Notes are purchased will be, the beneficial owner of such Unrestricted Global Notes or Uncertificated Swiss Notes and (a) it is not a US person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate.

(ii) It understands that such Unrestricted Global Notes and Uncertificated Swiss Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and that, prior to the expiration of the distribution compliance period, it will not offer, sell, pledge or otherwise transfer such Unrestricted Global Notes or Uncertificated Swiss Notes except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believes is a qualified institutional buyer purchasing for its own account, or for the account of one or more qualified institutional buyers or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States.

(iii) It understands that the Unrestricted Global Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend in or substantially in the following form:

"THIS GLOBAL NOTE EVIDENCED HEREBY HAS NOT BEEN, AND WILL NOT, BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT
PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.”

For Notes whose terms do not provide for payment in full of principal at their stated maturity, unless otherwise provided in the relevant Final Terms:

"EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR AN INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED, BY ITS ACQUISITION AND HOLDING OF THIS NOTE (OR AN INTEREST HEREIN), THAT (A) IT IS NOT (AND FOR SO LONG AS IT HOLDS THIS NOTE (OR AN INTEREST HEREIN) WILL NOT BE) ACTING ON BEHALF OF (I) A "BENEFIT PLAN INVESTOR" OR (II) A "SIMILAR PLAN" THAT IS SUBJECT TO A U.S. FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAW OR REGULATION THAT CONTAINS ONE OR MORE PROVISIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY AND PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") (ANY SUCH LAW OR REGULATION, A "SIMILAR LAW"), WHOSE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR AN INTEREST HEREIN) COULD RESULT IN OR CONSTITUTE A VIOLATION OF ANY SIMILAR LAW AND (B) IT WILL NOT SELL OR OTHERWISE TRANSFER SUCH A NOTE (OR AN INTEREST HEREIN) TO ANY PERSON WITHOUT FIRST OBTAINING THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS. ANY PURPORTED TRANSFER OF SUCH A NOTE (OR AN INTEREST HEREIN) THAT DOES NOT COMPLY WITH THESE REQUIREMENTS ABOVE SHALL BE NULL AND VOID AB INITIO.

A "BENEFIT PLAN INVESTOR" IS AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF ERISA THAT IS SUBJECT TO TITLE I OF ERISA, A "PLAN" WITHIN THE MEANING OF SECTION 4975(e)(1) OF THE CODE THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR A PERSON OR ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN INVESTMENT IN THE PERSON OR ENTITY BY THE FOREGOING EMPLOYEE BENEFIT PLAN OR PLAN UNDER THE U.S. DEPARTMENT OF LABOR REGULATION AT 29 C.F.R. § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE. A "SIMILAR PLAN" IS A "GOVERNMENTAL PLAN" WITHIN THE MEANING OF SECTION 3(32) OF ERISA, A NON-U.S. PLAN DESCRIBED IN SECTION 4(b)(4) OF ERISA, A "CHURCH PLAN" WITHIN THE MEANING OF SECTION 3(33) OF ERISA THAT HAS MADE NO ELECTION UNDER SECTION 410(d) OF THE CODE OR A BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR.”

For Notes whose terms provide for payment in full of principal at their stated maturity, unless otherwise provided in the relevant Final Terms:

"EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR AN INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED, BY ITS ACQUISITION AND HOLDING OF THIS NOTE (OR AN INTEREST HEREIN), THAT (A) EITHER (I) IT IS NOT (AND FOR SO LONG AS IT HOLDS THIS NOTE (OR AN INTEREST HEREIN) WILL NOT BE) ACTING ON BEHALF OF A "BENEFIT PLAN INVESTOR" OR A "SIMILAR PLAN" THAT IS SUBJECT TO A U.S. FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAW OR REGULATION THAT CONTAINS ONE OR MORE PROVISIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY AND PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") (ANY SUCH LAW OR REGULATION, A "SIMILAR LAW"), OR (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR AN
INTEREST HEREIN) WILL NOT RESULT IN OR CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE OR A VIOLATION OF ANY SIMILAR LAW AND (B) IT WILL NOT SELL OR OTHERWISE TRANSFER SUCH A NOTE (OR AN INTEREST HEREIN) TO ANY PERSON WITHOUT FIRST OBTAINING THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS.

A "BENEFIT PLAN INVESTOR" IS AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF ERISA THAT IS SUBJECT TO TITLE I OF ERISA, A "PLAN" WITHIN THE MEANING OF SECTION 4975(e)(1) OF THE CODE THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR A PERSON OR ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN INVESTMENT IN THE PERSON OR ENTITY BY THE FOREGOING EMPLOYEE BENEFIT PLAN OR PLAN UNDER THE U.S. DEPARTMENT OF LABOR REGULATION AT 29 C.F.R. § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE. A "SIMILAR PLAN" IS A "GOVERNMENTAL PLAN" WITHIN THE MEANING OF SECTION 3(32) OF ERISA, A NON-U.S. PLAN DESCRIBED IN SECTION 4(b)(4) OF ERISA, A "CHURCH PLAN" WITHIN THE MEANING OF SECTION 3(33) OF ERISA THAT HAS MADE NO ELECTION UNDER SECTION 410(d) OF THE CODE OR A BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR.

MOREOVER, EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR AN INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED, BY ITS ACQUISITION AND HOLDING OF SUCH A NOTE (OR AN INTEREST HEREIN), THAT, IF IT IS A BENEFIT PLAN INVESTOR, (X) NONE OF THE ISSUER, THE ARRANGER, THE DEALERS, THE AGENTS, THE REGISTRARS OR THEIR RESPECTIVE AFFILIATES (EACH, A "TRANSACTION PARTY") HAVE PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE TO THE BENEFIT PLAN INVESTOR OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN INVESTOR (A "PLAN FIDUCIARY"), ON WHICH EITHER THE BENEFIT PLAN INVESTOR OR PLAN FIDUCIARY HAS RELIED IN CONNECTION WITH THE DECISION TO ACQUIRE SUCH A NOTE (OR AN INTEREST HEREIN), (Y) THE TRANSACTION PARTIES ARE NOT OTHERWISE UNDERTAKING TO ACT AS A "FIDUCIARY" AS THAT TERM IS DEFINED IN SECTION (21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE, TO THE BENEFIT PLAN INVESTOR OR PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN INVESTOR'S ACQUISITION OF SUCH A NOTE (OR AN INTEREST HEREIN) AND (Z) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE TRANSACTION. ANY PURPORTED TRANSFER OF SUCH A NOTE (OR AN INTEREST HEREIN) THAT DOES NOT COMPLY WITH THESE REQUIREMENTS ABOVE SHALL BE NULL AND VOID AB INITIO.”

(iv) Unless otherwise provided in the relevant Final Terms, for Notes whose terms do not provide for payment in full of principal at their stated maturity, it will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (A) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of (i) a Benefit Plan Investor or (ii) a Similar Plan that is subject to any Similar Law, whose acquisition, holding and disposition of such a Note (or an interest therein) could result in or constitute a violation of any Similar Law, and (B) it will not sell or otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

(v) Unless otherwise provided in the relevant Final Terms, for Notes whose terms provide for payment in full of principal at their stated maturity, it will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (A) either (i) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of a Benefit Plan Investor or a Similar Plan that is subject to
any Similar Law or (ii) its acquisition, holding and disposition of such a Note (or an interest therein) will not result in or constitute a non-exempt prohibited transaction or a violation of any Similar Law and (B) it will not sell or otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

Moreover, unless otherwise provided in the Final Terms, each purchaser and subsequent transferee of a Note (or an interest therein), whose terms provide for payment in full of principal at their stated maturity, that is a Benefit Plan Investor will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (X) none of the Transaction Parties have provided any investment recommendation or investment advice to the Benefit Plan Investor or Plan Fiduciary, on which either the Benefit Plan Investor or Plan Fiduciary has relied in connection with the decision to acquire such a Note (or an interest therein), (Y) the Transaction Parties are not otherwise undertaking to act as a "fiduciary" as that term is defined in Section (21) of ERISA or Section 4975(e)(3) of the Code, to the Benefit Plan Investor or Plan Fiduciary in connection with the Benefit Plan Investor’s acquisition of such a Note (or an interest therein) and (Z) the Plan Fiduciary is exercising its own independent judgment in evaluating the transaction.

(vi) Any purported transfer of such a Note (or an interest therein) that does not comply with these requirements above (iv) and (v) shall be null and void ab initio. There can be no assurance that these representations and warranties will be effective to prevent prohibited transactions from occurring or property of the Issuer from being treated as “plan assets” for purposes of Title I of ERISA or Section 4975 of the Code as a result of Benefit Plan Investors holding the Notes (or an interest therein).

(vii) It understands that the Issuer, the Registrar, the relevant Dealer(s) and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Unrestricted Global Notes and/or Uncertificated Swiss Notes is no longer accurate, it shall promptly notify the Issuer and the relevant Dealer(s). If it is acquiring any Notes for the account of one or more qualified institutional buyers, it represents that it has sole investment discretion with respect to each of those accounts and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

**Unified Global Notes**

In the case of the issue or transfer of Notes to or for a person who takes delivery in the form of Notes represented by a Unified Global Note, within the period when the Notes represented by a Unified Global Note are not "freely tradable" as defined in Condition 4(f):

(a) **Purchases:** Each purchaser of Notes represented by a Unified Global Note will be deemed to have represented, agreed and acknowledged that either (x) it is a QIB purchasing (or holding) the Notes for its own account or the account of one or more QIBs and it is aware, and each beneficial owner of such Notes has been advised, that any sale is being made in reliance on Rule 144A and it has delivered an investor representation letter from the relevant transferee substantially in the form of Schedule 3 (**Form of Transfer Certificate**) to the Agency Agreement or (y) it is outside the United States and it is not a U.S. person.

(b) **Transfers:** In the case of transfers to a person who takes delivery in the form of Notes represented by a Unified Global Note, from a holder of Notes represented by that Unified Global Note within such period, upon (x) with respect only to transfers pursuant to Rule 144A, delivery of a duly executed investor representation letter from the relevant transferee substantially in the form of Schedule 3 (**Form of Transfer Certificate**) to the Agency Agreement and (y) certification (in the form available from any Paying Agent) to the Registrar by the transferor thereof that such transfer is being made either (x) to a person
whom the transferor reasonably believes is a QIB who is acquiring such Notes in a transaction meeting the requirements of Rule 144A or (y) to a non-U.S. person in an offshore transaction pursuant to Regulation S.

(c) *Legend:* Each Unified Global Note will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THE NOTES REPRESENTED BY THIS UNIFIED GLOBAL NOTE HAVE NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, DELIVERED OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE PURCHASER OF ANY NOTE REPRESENTED BY THIS UNIFIED GLOBAL NOTE, BY ITS ACCEPTANCE THEREOF, ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE NOTES AND AGREES THAT IT SHALL TRANSFER ANY NOTE ONLY AS PROVIDED IN THE AGENCY AGREEMENT REFERRED TO HEREIN OR IN THE FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS ATTACHED HERETO.

THE NOTES REPRESENTED BY THIS UNIFIED GLOBAL NOTE MAY NOT BE RESOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND THE FINAL TERMS OR PRICING SUPPLEMENT REFERRED TO HEREIN AND OTHER THAN PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED BY RULE 144A, REGULATION S OR OTHERWISE THEREUNDER AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS INCLUDING THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND SHALL BE DELIVERED TO EACH PERSON TO WHOM THE NOTES REPRESENTED BY THIS UNIFIED GLOBAL NOTE ARE TRANSFERRED. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144A UNDER THE SECURITIES ACT FOR THE RESALE OF NOTES REPRESENTED BY THIS UNIFIED GLOBAL NOTE.

EACH HOLDER OF A BENEFICIAL INTEREST IN THE NOTES REPRESENTED BY THIS UNIFIED GLOBAL NOTE SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH HOLDER OF SUCH ACCOUNT IS EITHER (i) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT AND ACQUIRED SUCH INTEREST IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT OR (ii) NOT A U.S. PERSON AND HAS ACQUIRED SUCH INTEREST IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT. FOR PURPOSES OF THE PRECEDING SENTENCE, THE TERM "U.S. PERSON" MEANS (A) A "U.S. PERSON" AS DEFINED UNDER REGULATION S UNDER THE SECURITIES ACT, (B) A "U.S. PERSON" AS DEFINED IN THE INTERPRETIVE GUIDANCE AND POLICY STATEMENT REGARDING COMPLIANCE WITH CERTAIN SWAP REGULATIONS PROMULGATED BY THE CFTC PURSUANT TO THE CEA, OR (C) A PERSON OTHER THAN A "NON-UNITED STATES PERSON" AS DEFINED IN CFTC RULE 4.7, IN EACH CASE, AS SUCH DEFINITION MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME. ANY RESALE OR OTHER TRANSFER OF INTEREST IN THE NOTES REPRESENTED BY THIS UNIFIED GLOBAL NOTE MAY, IF APPLICABLE, REQUIRE THE TRANSFEROR TO SUBMIT TO THE REGISTRAR A CERTIFICATE OF TRANSFER, IN THE APPROPRIATE FORM SET FORTH IN SCHEDULE 3 (FORM OF TRANSFER CERTIFICATE) TO THE AGENCY AGREEMENT REFERRED TO HEREIN, TOGETHER, WITH RESPECT ONLY TO TRANSFERS PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, WITH A DULY EXECUTED INVESTOR
REPRESENTATION LETTER FROM THE RELEVANT TRANSFEREE, IN THE FORM SET FORTH IN SCHEDULE 3 TO THE AGENCY AGREEMENT REFERRED TO HEREIN. IF AT ANY TIME THE REGISTRAR SUBSEQUENTLY DETERMINES OR IS SUBSEQUENTLY NOTIFIED BY THE ISSUER THAT THE HOLDER OF ANY INTEREST IN THE NOTES REPRESENTED BY THIS UNIFIED GLOBAL NOTE WAS IN BREACH, AT THE TIME GIVEN, OF ANY REPRESENTATION OR AGREEMENT SET FORTH IN ANY INVESTOR REPRESENTATION LETTER OR ANY DEEMED REPRESENTATION OR AGREEMENT OF SUCH HOLDER, THE PURPORTED TRANSFER SHALL BE ABSOLUTELY NULL AND VOID AB INITIO AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "DISQUALIFIED TRANSFEREE") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

IF REQUESTED BY THE ISSUER OR BY A REGISTRAR, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF NOTES REPRESENTED BY THIS UNIFIED GLOBAL NOTE IS PERMISSIBLE UNDER THE SECURITIES ACT.

THE NOTES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THE NOTES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. THE PURCHASER OF A NOTE REPRESENTED BY THIS UNIFIED GLOBAL NOTE, BY ITS ACCEPTANCE THEREOF, SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT."

For Notes whose terms do not provide for payment in full of principal at their stated maturity, unless otherwise provided in the relevant Final Terms:

"EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR AN INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED, BY ITS ACQUISITION AND HOLDING OF THIS NOTE (OR AN INTEREST HEREIN), THAT (A) IT IS NOT (AND FOR SO LONG AS IT HOLDS THIS NOTE (OR AN INTEREST HEREIN) WILL NOT BE) ACTING ON BEHALF OF (I) A "BENEFIT PLAN INVESTOR" OR (II) A "SIMILAR PLAN" THAT IS SUBJECT TO A U.S. FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAW OR REGULATION THAT CONTAINS ONE OR MORE PROVISIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY AND PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") (ANY SUCH LAW OR REGULATION, A "SIMILAR LAW"), WHOSE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR AN INTEREST HEREIN) COULD RESULT IN OR CONSTITUTE A VIOLATION OF ANY SIMILAR LAW AND (B) IT WILL NOT SELL OR OTHERWISE TRANSFER SUCH A NOTE (OR AN INTEREST HEREIN) TO ANY PERSON WITHOUT FIRST OBTAINING THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS. ANY PURPORTED TRANSFER OF SUCH A NOTE (OR AN INTEREST HEREIN) THAT DOES NOT COMPLY WITH THESE REQUIREMENTS ABOVE SHALL BE NULL AND VOID AB INITIO.

A "BENEFIT PLAN INVESTOR" IS AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF ERISA THAT IS SUBJECT TO TITLE I OF ERISA, A "PLAN" WITHIN THE MEANING OF SECTION 4975(e)(1) OF THE CODE THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR A PERSON OR ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS"
BY REASON OF AN INVESTMENT IN THE PERSON OR ENTITY BY THE FOREGOING EMPLOYEE BENEFIT PLAN OR PLAN UNDER THE U.S. DEPARTMENT OF LABOR REGULATION AT 29 C.F.R. § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE. A "SIMILAR PLAN" IS A "GOVERNMENTAL PLAN" WITHIN THE MEANING OF SECTION 3(32) OF ERISA, A NON-U.S. PLAN DESCRIBED IN SECTION 4(b)(4) OF ERISA, A "CHURCH PLAN" WITHIN THE MEANING OF SECTION 3(33) OF ERISA THAT HAS MADE NO ELECTION UNDER SECTION 410(d) OF THE CODE OR A BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR."

For Notes whose terms provide for payment in full of principal at their stated maturity, unless otherwise provided in the relevant Final Terms:

"EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR AN INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED, BY ITS ACQUISITION AND HOLDING OF THIS NOTE (OR AN INTEREST HEREIN), THAT (A) EITHER (I) IT IS NOT (AND FOR SO LONG AS IT HOLDS THIS NOTE (OR AN INTEREST HEREIN) WILL NOT BE) ACTING ON BEHALF OF A "BENEFIT PLAN INVESTOR" OR A "SIMILAR PLAN" THAT IS SUBJECT TO A U.S. FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAW OR REGULATION THAT CONTAINS ONE OR MORE PROVISIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY AND PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") (ANY SUCH LAW OR REGULATION, A "SIMILAR LAW"), OR (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR AN INTEREST HEREIN) WILL NOT RESULT IN OR CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE OR A VIOLATION OF ANY SIMILAR LAW AND (B) IT WILL NOT SELL OR OTHERWISE TRANSFER SUCH A NOTE (OR AN INTEREST HEREIN) TO ANY PERSON WITHOUT FIRST OBTAINING THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS.

A "BENEFIT PLAN INVESTOR" IS AN "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF ERISA THAT IS SUBJECT TO TITLE I OF ERISA, A "PLAN" WITHIN THE MEANING OF SECTION 4975(e)(1) OF THE CODE THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR A PERSON OR ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF AN INVESTMENT IN THE PERSON OR ENTITY BY THE FOREGOING EMPLOYEE BENEFIT PLAN OR PLAN UNDER THE U.S. DEPARTMENT OF LABOR REGULATION AT 29 C.F.R. § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE. A "SIMILAR PLAN" IS A "GOVERNMENTAL PLAN" WITHIN THE MEANING OF SECTION 3(32) OF ERISA, A NON-U.S. PLAN DESCRIBED IN SECTION 4(b)(4) OF ERISA, A "CHURCH PLAN" WITHIN THE MEANING OF SECTION 3(33) OF ERISA THAT HAS MADE NO ELECTION UNDER SECTION 410(d) OF THE CODE OR A BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR.

MOREOVER, EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS NOTE (OR AN INTEREST HEREIN) WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED, BY ITS ACQUISITION AND HOLDING OF SUCH A NOTE (OR AN INTEREST HEREIN), THAT, IF IT IS A BENEFIT PLAN INVESTOR, (X) NONE OF THE ISSUER, THE ARRANGER, THE DEALERS, THE AGENTS, THE REGISTRARS OR THEIR RESPECTIVE AFFILIATES (EACH, A "TRANSACTION PARTY") HAVE PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE TO THE BENEFIT PLAN INVESTOR OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN INVESTOR (A "PLAN FIDUCIARY"), ON WHICH
EITHER THE BENEFIT PLAN INVESTOR OR PLAN FIDUCIARY HAS RELIED IN CONNECTION WITH THE DECISION TO ACQUIRE SUCH A NOTE (OR AN INTEREST HEREIN), (Y) THE TRANSACTION PARTIES ARE NOT OTHERWISE UNDERTAKING TO ACT AS A "FIDUCIARY" AS THAT TERM IS DEFINED IN SECTION (21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE, TO THE BENEFIT PLAN INVESTOR OR PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN INVESTOR'S ACQUISITION OF SUCH A NOTE (OR AN INTEREST HEREIN) AND (Z) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE TRANSACTION. ANY PURPORTED TRANSFER OF SUCH A NOTE (OR AN INTEREST HEREIN) THAT DOES NOT COMPLY WITH THESE REQUIREMENTS ABOVE SHALL BE NULL AND VOID AB INITIO."

(d) Unless otherwise provided in the relevant Final Terms, for Notes whose terms do not provide for payment in full of principal at their stated maturity, it will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (A) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of (i) a Benefit Plan Investor or (ii) a Similar Plan that is subject to any Similar Law, whose acquisition, holding and disposition of such a Note (or an interest therein) could result in or constitute a violation of any Similar Law, and (B) it will not sell or otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

(e) Unless otherwise provided in the relevant Final Terms, for Notes whose terms provide for payment in full of principal at their stated maturity, it will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (A) either (i) it is not (and for so long as it holds such a Note (or an interest therein) will not be) acting on behalf of a Benefit Plan Investor or a Similar Plan that is subject to any Similar Law or (ii) its acquisition, holding and disposition of such a Note (or an interest therein) will not result in or constitute a non-exempt prohibited transaction or a violation of any Similar Law and (B) it will not sell or otherwise transfer such a Note (or an interest therein) to any person without first obtaining the foregoing representations, warranties and agreements.

Moreover, unless otherwise provided in the Final Terms, each purchaser and subsequent transferee of a Note (or an interest therein), whose terms provide for payment in full of principal at their stated maturity, that is a Benefit Plan Investor will be deemed to have represented, warranted and agreed, by its acquisition and holding of such a Note (or an interest therein), that (X) none of the Transaction Parties have provided any investment recommendation or investment advice to the Benefit Plan Investor or Plan Fiduciary, on which either the Benefit Plan Investor or Plan Fiduciary has relied in connection with the decision to acquire such a Note (or an interest therein), (Y) the Transaction Parties are not otherwise undertaking to act as a "fiduciary" as that term is defined in Section (21) of ERISA or Section 4975(e)(3) of the Code, to the Benefit Plan Investor or Plan Fiduciary in connection with the Benefit Plan Investor's acquisition of such a Note (or an interest therein) and (Z) the Plan Fiduciary is exercising its own independent judgment in evaluating the transaction.

(f) Any purported transfer of such a Note (or an interest therein) that does not comply with these requirements above (d) and (e) shall be null and void ab initio. There can be no assurance that these representations and warranties will be effective to prevent prohibited transactions from occurring or property of the Issuer from being treated as "plan assets" for purposes of Title I of ERISA or Section 4975 of the Code as a result of Benefit Plan Investors holding the Notes (or an interest therein).

(g) It understands that the Issuer, the Registrar, the relevant Dealer(s) and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Unified Global Notes is no longer accurate, it shall promptly notify the Issuer and the relevant Dealer(s).
2. **EXCHANGE OF INTERESTS IN REGISTERED GLOBAL NOTES FOR REGISTERED DEFINITIVE NOTES**

Beneficial interests in a Restricted Global Note will be exchangeable for Restricted Definitive Notes: (i) if DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to the relevant Restricted Global Note or ceases to be a "clearing agency" registered under the Exchange Act, or is at any time no longer eligible to act as such, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of such depositary; or (ii) if the Issuer, at its option, elects to terminate the book-entry system through DTC; or (iii) if Euroclear or Clearstream Luxembourg or Clearstream Frankfurt is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or (iv) if an event of default occurs as set out in Condition 12; or (v) if so specified in the relevant Final Terms, if the holder of the relevant Restricted Global Note requests that such interest be exchanged for Restricted Definitive Notes in the relevant form.

Beneficial interests in an Unrestricted Global Note will be exchangeable, in whole but not in part, for Registered Notes in definitive form ("Unrestricted Definitive Notes" together with the Restricted Definitive Notes, the "Registered Definitive Notes"): (i) if Euroclear or Clearstream Luxembourg or Clearstream Frankfurt is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or (ii) if an event of default occurs as set out in Condition 12; or (iii) if so specified in the relevant Final Terms, if the holder of the relevant Unrestricted Global Note requests that such interest be exchanged for Unrestricted Definitive Notes in the relevant form.

In such circumstances, the Issuer shall procure the delivery of Unrestricted Definitive Notes in exchange for the Restricted Global Notes, as the case may be. A person having an interest in a Registered Global Note must provide the relevant Registrar with (i) a written order containing instructions and such other information as the Issuer and the relevant Registrar may require to complete, execute and deliver such Registered Definitive Notes and (ii) in the case of the Restricted Global Note only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange or, in the case of simultaneous sale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A. Restricted Definitive Notes issued in exchange for a beneficial interest in the Restricted Global Note shall bear the legends applicable to transfers pursuant to Rule 144A, as set out under "Transfer Restrictions".

The Registrar will not register the transfer of or exchange of interests in a Registered Global Note for Registered Definitive Notes for a period of 15 calendar days ending on the due date for any payment of principal.
GENERAL CONSENT - THE AUTHORISED OFFEROR TERMS

These terms (the "Authorised Offeror Terms") will be relevant in the case of any Tranche of Notes, if (and only if) Part B of the applicable Final Terms specifies "General Consent" as "Applicable". They are the Authorised Offeror Terms which will be referred to in the "Acceptance Statement" to be published on the website of any financial intermediary which (a) is authorised to make such offers under MiFID II and (b) accepts such offer by publishing an Acceptance Statement on its website.

1. General

The relevant financial intermediary:

(a) **Applicable Rules**: acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "Rules"), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by an Investor and disclosure to any potential Investor;

(b) **Selling Restrictions**: complies with the restrictions set out under "Selling Restrictions" in this Base Prospectus which would apply as if it were a Manager;

(c) **Fees, commissions and benefits**: ensures that any fee, commission, benefits of any kind, rebate received or paid by that financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and is fully and clearly disclosed to Investors or potential Investors;

(d) **Licences, consents, approvals and permissions**: holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules;

(e) **Violation of Rules**: immediately gives notice to the Issuer and the Managers if at any time it becomes aware or suspects that it is or may be in violation of any Rules or the terms of this sub-paragraph, and takes all appropriate steps to remedy such violation and comply with such Rules and this sub-paragraph in all respects;

(f) **MiFID II**: complies with the target market and distribution channels identified under the "MiFID II product governance" legend set out in the relevant Final Terms.

(g) **Anti-money laundering, bribery and corruption**: complies with, and takes appropriate steps in relation to, applicable anti-money laundering, anti-bribery, prevention of corruption and "know your client" Rules, and does not permit any application for Notes in circumstances where the financial intermediary has any suspicions as to the source of the application monies;

(h) **Record-keeping**: retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the Manager(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the Manager(s) in order to enable the Issuer and/or the Manager(s) to comply with anti-money laundering, anti-bribery, anti-corruption and "know your client” Rules applying to the Issuer and/or the Manager(s);

(i) **Breach of Rules**: does not, directly or indirectly, cause the Issuer or any Manager to breach any Rule or subject the Issuer or any Manager to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;

(j) **Legal or publicity names**: does not use the legal or publicity names of the Managers, the Issuer or any other name, brand or logo registered by any entity within their respective groups or any material over which any such entity retains a proprietary interest or in any statements (oral or written), marketing material or documentation in relation to the Notes;

(k) **Information**: does not give any information other than that contained in this Base Prospectus (as may be amended or supplemented by the Issuer from time to time) or make
any representation in connection with the offering or sale of, or the solicitation of interest in, the Notes;

(l) Communication: agrees that any communication in which it attaches or otherwise includes any announcement published by the Issuer in relation to the relevant Public Offer at the end of the Offer Period will be consistent with this Base Prospectus, and (in any case) must be fair, clear and not misleading and in compliance with the Rules and must state that such Authorised Offeror has provided it independently from the Issuer and must expressly confirm that the Issuer has not accepted any responsibility for the content of any such communication; and

(m) Any other conditions: agrees to any other conditions set out in paragraph 8 of Part B of the relevant Final Terms.

2. Indemnity

The relevant financial intermediary agrees and undertakes to indemnify each of the Issuer and the Managers (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the Managers.

3. Governing Law and Jurisdiction

The relevant financial intermediary agrees and accepts that:

(a) the contract between the Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's offer to use this Base Prospectus with its consent in connection with the relevant Public Offer (the "Authorised Offeror Contract"), and all non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by English law;

(b) subject to (c) below, the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Authorised Offeror Contract, including a dispute relating to the existence, validity or termination of the Authorised Offeror Contract or any non-contractual obligation arising out of or in connection with the Authorised Offeror Contract or the consequences of the nullity of the Authorised Offeror Contract (respectively, "Proceedings" and "Disputes") and, for such purposes, irrevocably submits to the jurisdiction of such courts. The Dealers irrevocably waive any objection which they might now or hereafter have to any such court being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agree not to claim that any such court is not a convenient or appropriate forum;

(c) the submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the Issuer, the Managers or any of them to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law;

(d) Managers will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the contract between the Issuer and the financial intermediary, formed upon acceptance by the financial intermediary of the Issuer's offer to use of this
Base Prospectus with its consent in connection with the relevant Public Offer, which are, or are expressed to be, for their benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms; and

(e) the parties to the Authorised Offeror Contract do not require the consent of any person not a party to the Authorised Offeror Contract to rescind or vary the Authorised Offeror Contract at any time.
GENERAL INFORMATION

1. The establishment of the Programme was authorised by resolutions of the Board of Directors of the Issuer passed on 24 June 1998. The update of the Programme was authorised by the Group Treasurer of the Issuer on 19 June 2015. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

2. Application has been made to Euronext Dublin for Notes issued under the Programme during the 12 months from the date of this Base Prospectus or the Base Listing Particulars (as applicable) to be admitted to the official list of Euronext Dublin and trading on its Regulated Market and its Global Exchange Market. It is expected that each Series of Notes which is to be admitted to Euronext Dublin will be admitted separately as and when it is issued, subject only to the issue of the relevant Notes (in Bearer or Registered form and in global or definitive form).

   It is further expected that the admission of Notes issued under the Programme to trading on the Luxembourg Stock Exchange's regulated market will be granted after the Central Bank has provided the CSSF with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Directive. Prior to the listing of any Notes, the constitutional documents of the Issuer and the legal notice relating to the issue were registered with the Registre de Commerce et des Sociétés à Luxembourg where copies of these documents may be obtained upon request. The Luxembourg Stock Exchange has allocated the number 12392 to the Programme. It is further expected that the admission of Notes, issued under the Programme to trading on the Luxembourg Stock Exchange's Euro MTF Market, will be granted.

   It is further expected that this Base Listing Particulars will be submitted to SIX Exchange Regulation Ltd for registration as an "issuance programme" for the listing of bonds on the SIX Swiss Exchange in accordance with the SIX Listing Rules. If approved, in respect of any Series of Notes that constitute bonds within the meaning of the SIX Swiss Exchange's Additional Rules for the Listing of Bonds and are to be listed on the SIX Swiss Exchange, this Base Listing Particulars (as supplemented as of the date of the relevant Pricing Supplement), together with the relevant Pricing Supplement, will constitute the listing prospectus for purposes of the SIX Listing Rules. SIX Exchange Regulation Ltd has not approved this Base Listing Particulars, and it is not expected that this Base Listing Particulars will be submitted to SIX Exchange Regulation Ltd, for registration as an "issuance programme" for the listing of derivatives or exchange traded products. Accordingly, in the case of any Notes that constitute derivatives, exchange traded products or any other type of security that is not a bond within the meaning of the SIX Swiss Exchange's Additional Rules for the Listing of Bonds and are to be listed on the SIX Swiss Exchange, the listing prospectus for such Notes will be prepared in accordance with the applicable SIX Listing Rules.

3. The Issuer has undertaken, in connection with the admission to trading of the Notes, that if while the Notes are outstanding and admitted to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange and/or the Euro MTF Market of the Luxembourg Stock Exchange and/or listed on the official list and admitted to trading on the Regulated Market and/or to listing on the SIX Swiss Exchange there shall occur any significant new factor which is not reflected in this Base Prospectus/Base Listing Particulars (or any supplements thereto or any of the documents incorporated by reference in this Base Prospectus/Base Listing Particulars) and/or there shall be any material mistake or inaccuracy relating to the information included in this Base Prospectus/Base Listing Particulars (or any supplements thereto or any of the documents incorporated by reference in this Base Prospectus/Base Listing Particulars), in each case which is capable of affecting the assessment of the Notes, the Issuer will prepare or procure the preparation of any amendment or supplement to this Base Prospectus/Base Listing Particulars or, as the case may be, publish a new Base Prospectus/Base Listing Particulars for use in connection with any subsequent offering by the Issuer of Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange and/or the Euro MTF Market of the Luxembourg Stock Exchange and/or the Regulated Market and/or to the SIX Swiss Exchange.

4. Save as disclosed in paragraph 7.5 (Litigation, Regulatory and Similar Matters) of the Description of UBS AG section in this Base Prospectus/Base Listing Particulars, no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which UBS AG is aware) which may have, or have had in the recent past, significant effects on UBS AG's
and/or UBS AG Group's financial position or profitability, are or have been pending during the last twelve months until the date of this Base Prospectus/Base Listing Particulars.

5. There has been no material adverse change in the prospects of the Issuer of the UBS AG Group since 31 December 2018. There has been no significant change in the financial or trading position of UBS AG or UBS AG Group since 31 March 2019, which is the end of the last financial period for which interim financial information has been published.

6. For the years ended 31 December 2017 and 2018 the consolidated financial statements of UBS AG were audited, without qualifications, by Ernst & Young Ltd, chartered accountants. Ernst & Young Ltd is a member of EXPERTsuisse, the Swiss Expert Association for Audit, Tax and Fiduciary.

7. As long as any Notes are admitted to trading on the Luxembourg Stock Exchange's regulated market and the Euro MTF Market of the Luxembourg Stock Exchange, the Regulated Market, the Global Exchange Market, and the SIX Swiss Exchange, Paying Agents will, if required, be maintained in London, Luxembourg, Dublin and Zurich, respectively.

8. For so long as the Programme remains in effect or any Notes shall be outstanding, electronic versions of the following documents (including English translations where relevant) may be inspected at the registered office of the Issuer, the office of the relevant Agent in London, the office of the Paying Agent in Luxembourg and the office of the Paying Agent in Dublin and, in the case of items (i), (ii) and (vi) below, shall be available free of charge from the office of the Paying Agent in Luxembourg:

(i) the Articles of Association of UBS AG;
(ii) the annual report of UBS Group AG and UBS AG as of 31 December 2018 and the annual report of UBS Group AG and UBS AG as of 31 December 2017;
(iii) the audited standalone financial statements of UBS Group AG for the years ended 31 December 2018 and 31 December 2017 and the audited standalone financial statements of UBS AG for the years ended 31 December 2018 and 31 December 2017;
(iv) the UBS Group First Quarter 2019 Report and the UBS AG First Quarter 2019 Report;
(v) any amendment or supplement to this Base Prospectus/Base Listing Particulars published since the date of this Base Prospectus/Base Listing Particulars;
(vi) the Agency Agreement, the Uncertificated Swiss Note Agency Agreement (once it has been entered into), any SIS Note Supplemental Agency Agreement and/or any other agreement entered into between the Issuer and the relevant Agent or Registrar for any Notes;
(vii) the Deed of Covenant; and
(viii) each Final Terms, Drawdown Prospectus or Pricing Supplement for Notes that are admitted to trading on the Luxembourg Stock Exchange's regulated market, the Regulated Market or the SIX Swiss Exchange.

9. Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

10. Notes which may be listed on the Regulated Market and/or the Global Exchange Market and/or admitted to trading on the regulated market of the Luxembourg Stock Exchange and/or admitted to trading on a "regulated market" (for the purposes of MiFID II) situated or operating in a member state of the European Union may not (a) have a minimum denomination of less than €1,000 (or nearly equivalent in another currency), or (b) carry the right to acquire shares (or transferable securities equivalent to shares) issued by the Issuer or by any entity to whose group the Issuer belongs. Subject thereto, Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Notes in registered form sold pursuant to Rule 144A shall be issued in denominations of US$100,000 (or its equivalent in any other currency rounded upwards as
specified in the relevant Final Terms) and higher integral multiples of US$1,000 (or its equivalent as aforesaid).

11. In addition to the applications already described in this Base Prospectus, the Issuer may, on or after the date of this Base Prospectus, make applications for one or more further certificates of approval under Article 18 of the Prospectus Directive as implemented in Ireland to be issued by the Central Bank of Ireland to the competent authority in any Member State.

12. The Notes have been accepted for clearance through Euroclear and Clearstream Luxembourg. The address of Euroclear is 3 Boulevard de Roi Albert II, B-1210 Brussels, Belgium, and the address of Clearstream, Luxembourg is 42, Avenue J.F. Kennedy, L-1855 Luxembourg. The appropriate Common Code, International Securities Identification Number (ISIN), CUSIP, Financial International Short Name (FISN), Classification of Financial Instruments (CFI) code or VPS identification number (as applicable) in relation to the Instruments of each Series will be contained in the Final Terms relating thereto.

13. In the case of Bearer Notes (other than Bearer SIS Notes) in global form, held in a clearing system, investors will have certain direct rights of enforcement against the Issuer in the event of such global note becoming void ("Direct Rights"). The Direct Rights are contained in a Deed of Covenant executed by the Issuer, copies of which are available for inspection during normal business hours at the office of the relevant Agent.

14. Regulations in Australia restrict or prohibit payments, transactions and dealings with assets having a prescribed connection with certain countries or named individuals or entities subject to international sanctions or associated with terrorism.

15. There are no material contracts having been entered into outside the ordinary course of the Issuer's business, and which could result in any member of the UBS AG Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders.

16. Except as provided in the relevant Final Terms, no expenses will be chargeable by the relevant Issuer to a Noteholder in connection with any offer of Notes. Any expenses chargeable by an Authorised Offeror to an Investor shall be charged in accordance with any contractual arrangements agreed between the Investor and such Authorised Offeror at the time of the relevant offer.

17. Notes may be issued at any price and on a fully paid basis, as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

18. The yield of each Tranche of Notes will be calculated by interpolation on an annual or semi-annual basis using the relevant issue price at the relevant issue date, using the formula below, and will be specified in the applicable Final Terms. It is not an indication of future yield.

\[
P = \frac{C}{r} \left(1 - (1 + r)^{-n}\right) + A(1 + r)^{-n}
\]

Where:

"P" is the Issue Price of the Notes;
"C" is the annualised Interest Amount;
"A" is the nominal amount of the Notes due on redemption;
"n" is the time to maturity in years; and
"r" is the annualised yield.

19. Arthur Cox Listing Services Limited is acting solely in its capacity as Irish listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the official list or to trading on the Regulated Market for the purposes of the Prospectus Directive or the Global Exchange Market of Euronext Dublin.

20. To the extent that any underwriter that is not U.S. registered broker-dealer intends to effect any offers or sales of any notes in the United States, it will do so through one or more U.S. registered broker-dealers in accordance with the applicable U.S. securities laws and regulations.

21. The language of this Base Prospectus/Base Listing Particulars is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

22. The Legal Entity Identifier (LEI) code of UBS AG is BFM8T61CT2L1QCEMIK50.
**REGISTERED OFFICES OF UBS AG**

<table>
<thead>
<tr>
<th>Address</th>
<th>Postcode</th>
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<tbody>
<tr>
<td>Aeschenvorstadt 1</td>
<td>4002 Basel</td>
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<tr>
<td>Bahnhofstrasse 45</td>
<td>8001 Zurich</td>
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**UBS AG BRANCHES**

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<tbody>
<tr>
<td>UBS AG Australia Branch</td>
<td>Level 16, Chifley Tower 2 Chifley Square</td>
<td>Sydney NSW 2000 Australia</td>
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<td>UBS AG Jersey Branch</td>
<td>1 IFC</td>
<td>St Helier JE2 3BX Jersey</td>
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<tr>
<td>UBS AG Hong Kong Branch</td>
<td>52/F, Two International Finance Centre</td>
<td>8 Finance Street Central Hong Kong</td>
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<tr>
<td>UBS AG London Branch</td>
<td>5 Broadgate</td>
<td>London EC2M 2QS United Kingdom</td>
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**DEALERS**

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<tr>
<td>UBS Europe SE</td>
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<td>60306 Frankfurt am Main Germany</td>
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<tr>
<td>UBS Securities LLC</td>
<td>1285 Ave. of the Americas</td>
<td>New York, NY 10019 United States of America</td>
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**AGENTS**

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<tbody>
<tr>
<td>The Bank of New York</td>
<td>One Canada Square</td>
<td>London E14 5AL United Kingdom</td>
</tr>
<tr>
<td>Mellon, acting through its London Branch</td>
<td></td>
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<tr>
<td>UBS Switzerland AG</td>
<td>Bahnhofstrasse 45</td>
<td>8001 Zurich Switzerland</td>
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**IRISH PAYING AGENT**

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<th>Agent Name</th>
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<tr>
<td>The Bank of New York</td>
<td>Hanover Building Windmill Lane</td>
<td>Dublin 2 Ireland</td>
</tr>
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<td>Mellon SA/NV Dublin Branch</td>
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**REGISTRARS**

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<tr>
<td>U.S. Bank Trust National Association</td>
<td>100 Wall Street</td>
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<tr>
<td>The Bank of New York</td>
<td>Vertigo Building - Polaris</td>
<td>2-4 rue Eugène Ruppert</td>
</tr>
<tr>
<td>Mellon SA/NV, Luxembourg Branch</td>
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</tbody>
</table>
New York NY 10005
United States of America

UBS AG
Aeschenvorstadt 1
4002 Basel
Switzerland

UBS Switzerland AG
Bahnhofstrasse 45
8001 Zurich
Switzerland

LUXEMBOURG PAYING AGENT
The Bank of New York Mellon
SA/NV, Luxembourg Branch
Vertigo Building- Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg
Luxembourg

TRANSFER AGENT
The Bank of New York Mellon,
acting through its London Branch
Canada Square
London E14 5AL
United Kingdom

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SUPPLEMENT DATED 23 MARCH 2020 TO THE BASE PROSPECTUS
DATED 7 JUNE 2019

UBS AG
(incorporated with limited liability in Switzerland)

EURO NOTE PROGRAMME

This supplement (the "Base Prospectus Supplement") to the Base Prospectus dated 7 June 2019 (the "Base
Prospectus") is prepared in connection with the Euro Note Programme (the "Programme") and the Base
Listing Particulars dated 7 June 2019 (the "Base Listing Particulars") established by UBS AG (the "Issuer").

This Base Prospectus Supplement constitutes a supplement for the purposes of Article 16 of Directive
2003/71/EC as amended (the "Prospectus Directive"). Terms defined in the Base Prospectus have the same
meaning when used in this Base Prospectus Supplement.

This Base Prospectus Supplement is supplemental to and should be read in conjunction with the Base
Prospectus/Base Listing Particulars. The purpose of the Base Prospectus Supplement is to reflect certain
recent developments in relation to the Issuer.

This Base Prospectus Supplement has been approved by the Central Bank of Ireland (the "Central Bank"),
as competent authority under the Prospectus Directive. The Central Bank only approves this Base
Prospectus Supplement as meeting the requirements imposed under Irish and EU law pursuant to the
Prospectus Directive. This supplement has been approved as a Base Listing Particulars Supplement (the
"Base Listing Particulars Supplement") by Irish Stock Exchange plc trading as Euronext Dublin ("Euronext Dubl
(("Euronext Dublin") pursuant to the listing and admission to trading rules of Euronext Dublin. Where
Notes are admitted to trading on the global exchange market (the "Global Exchange Market") which is
the exchange regulated market of Euronext Dublin, references herein to "Base Prospectus Supplement"
should be taken to mean "Base Listing Particulars Supplement".

The Issuer accepts responsibility for the information contained in this Base Prospectus Supplement. To the
best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is
the case) the information contained in this Base Prospectus Supplement is in accordance with the facts and
does not omit anything likely to affect the import of such information.

To the extent that there is any inconsistency between (a) any statement in this Base Prospectus Supplement
or any statement incorporated by reference into the Base Prospectus by this Base Prospectus Supplement
and (b) any other statement in or incorporated by reference in the Base Prospectus/Base Listing Particulars,
the statement in (a) above will prevail.

Save as disclosed in this Base Prospectus Supplement, there has been no other significant new factor,
material mistake or inaccuracy relating to information included in the Base Prospectus/Base Listing Particulars which is capable of affecting the assessment of the Notes issued under the Programme since the
publication of the Base Prospectus/Base Listing Particulars.

S&P Global Ratings Europe Limited, Moody's Deutschland GmbH, Fitch Ratings Limited and Scope
Ratings GmbH are all established in the EU and registered under Regulation (EC) No. 1060/2009 on credit
rating agencies, as amended (the "CRA Regulation"). In general, European regulated investors are
restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency
established in the European Union or the United Kingdom and registered under the CRA Regulation unless
(1) the rating is provided by a credit rating agency not established in the European Union or the United
Kingdom but is endorsed by a credit rating agency established in the European Union or the United
Kingdom and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency
not established in the European Economic Area or the United Kingdom which is certified under the CRA
Regulation.

In circumstances where Article 16(2) of the Prospectus Directive applies, investors who have agreed to
purchase or subscribe for any Notes before this Base Prospectus Supplement is published have the right,
exercisable before the end of the period of two working days beginning with the working day after the date
on which this Base Prospectus Supplement was published, to withdraw their acceptances. This right to withdraw will expire by close of business on 25 March 2020.

The language of this document is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Any websites referred to within this Base Prospectus Supplement, including www.ubs.com/investors and www.ubs.com/governance, do not form part of this Base Prospectus Supplement.

AMENDMENTS TO THE "SUMMARY" SECTION

The "Summary" section on pages 10-23 inclusive of the Base Prospectus is replaced with the Summary section provided in the Annex to this Base Prospectus Supplement.

AMENDMENTS TO THE "RISK FACTORS" SECTION

In the "Risk Factors" section on pages 24-51 of the Base Prospectus:

1. the entirety of the subsection titled "Risks Relating to UBS" is deleted and the following is inserted:

"RISKS RELATING TO UBS AG

Certain risks, including those described below, may affect UBS's ability to execute its strategy or its business activities, financial condition, results of operations and prospects. As a broad-based international financial services firm, UBS is inherently exposed to multiple risks, many of which may become apparent only with the benefit of hindsight. As a result, risks that UBS does not consider to be material or of which it is not currently aware could also adversely affect UBS. The order of presentation of the risk factors below does not indicate the likelihood of their occurrence or the potential magnitude of their consequences.

Market and macroeconomic risks

Performance in the financial services industry is affected by market conditions and the macroeconomic climate

UBS AG's businesses are materially affected by market and macroeconomic conditions. Adverse changes in interest rates, credit spreads, securities prices, market volatility and liquidity, foreign exchange rates, commodity prices, and other market fluctuations, as well as changes in investor sentiment, can affect UBS AG's earnings and ultimately its financial and capital positions.

A market downturn and weak macroeconomic conditions can be precipitated by a number of factors, including geopolitical events, global trade disruption, changes in monetary or fiscal policy, changes in trade policies, natural disasters, pandemics, civil unrest, acts of violence, war or terrorism. Such developments can have unpredictable and destabilising effects and, because financial markets are global and highly interconnected, even local and regional events can have widespread effects well beyond the countries in which they occur. For example, the outbreak of the Covid-19 virus in China, its spread to other nations as well as quarantine and other efforts to contain the outbreak appear to have had an adverse economic effect on economic activity in China as well as on industries such as travel and tourism. The future effects of the outbreak of Covid-19 are unclear at this time. A significant rise in the number of Covid-19 infections, infections in a wide range of countries and regions, or a prolongation of the outbreak could significantly adversely affect economic growth, affect specific industries or countries or affect UBS AG's employees and business operations in affected countries. Any of these developments may adversely affect UBS AG's business or financial results.

If individual countries impose restrictions on cross-border payments, trade, or other exchange or capital controls, or change their currency (for example, if one or more countries should leave the eurozone), UBS AG could suffer losses from enforced default by counterparties, be unable to access its own assets, or be unable to effectively manage its risks.
Should the market experience significant volatility, a decrease in business and client activity and market volumes could result, which would adversely affect UBS AG's ability to generate transaction fees, commissions and margins, particularly in Global Wealth Management and the Investment Bank, as UBS AG experienced in the fourth quarter of 2018. A market downturn would likely reduce the volume and valuation of assets that UBS AG manages on behalf of clients, which would reduce recurring fee income that is charged based on invested assets in Global Wealth Management and Asset Management and performance-based fees in Asset Management. Such a downturn could also cause a decline in the value of assets that UBS AG owns and account for as investments or trading positions. In addition, reduced market liquidity or volatility may limit trading opportunities and may therefore reduce transaction-based income and may also impede UBS AG's ability to manage risks.

UBS AG could be materially affected if a crisis develops, regionally or globally, as a result of disruptions in markets due to macroeconomic or political developments, or as a result of the failure of a major market participant. Over time, UBS AG's strategic plans have become more heavily dependent on its ability to generate growth and revenue in emerging markets, including China, causing it to be more exposed to the risks associated with such markets.

Global Wealth Management derives revenues from all the principal regions, but has a greater concentration in Asia than many peers and a substantial presence in the US, unlike many European peers. The Investment Bank's business is more heavily weighted to Europe and Asia than its peers, while its derivatives business is more heavily weighted to structured products for wealth management clients, in particular with European and Asian underlyings. UBS AG's performance may therefore be more affected by political, economic and market developments in these regions and businesses, including the effects of the Covid-19 outbreak, than some other financial service providers.

Low and negative interest rates in Switzerland and the eurozone could continue to negatively affect UBS AG's net interest income

The continuing low or negative interest rate environment may further erode interest margins and adversely affect the net interest income generated by the Personal & Corporate Banking and Global Wealth Management businesses. The Swiss National Bank permits Swiss banks to make deposits up to a threshold at zero interest and has recently increased this threshold. Any reduction in or limitation on the use of this exemption from the otherwise applicable negative interest rates could exacerbate the effect of negative interest rates in Switzerland on UBS AG's business.

Low and negative interest rates may also affect customer behavior and hence UBS AG's overall balance sheet structure. Mitigating actions that UBS AG has taken, or may take in the future, such as the introduction of selective deposit fees or minimum lending rates, have resulted and may further result in the loss of customer deposits (a key source of funding for UBS AG), net new money outflows and a declining market share in UBS AG's Swiss lending business.

UBS's shareholders' equity and capital are also affected by changes in interest rates. In particular, the calculation of UBS's Swiss pension plan's net defined benefit assets and liabilities is sensitive to the applied discount rate and to fluctuations in the value of pension plan assets. Any further reduction in interest rates may lower the discount rates and result in pension plan deficits as a result of the long duration of corresponding liabilities. This could lead to a corresponding reduction in UBS AG's equity and common equity tier 1 ("CET1") capital.

UBS AG’s credit risk exposure to clients, trading counterparties and other financial institutions would increase under adverse economic conditions

Credit risk is an integral part of many of UBS AG's activities, including lending, underwriting and derivatives activities. Adverse economic or market conditions may lead to impairments and defaults on these credit exposures. Losses may be exacerbated by declines in the value of collateral securing loans and other exposures. In UBS AG's prime brokerage, securities finance and Lombard lending businesses, UBS AG extends substantial amounts of credit against securities collateral, the value or liquidity of which may decline rapidly. UBS AG's Swiss mortgage and corporate lending portfolios are a large part of its overall lending. UBS AG is therefore exposed to the risk of adverse economic developments in Switzerland, including the strength of the Swiss franc and
its effect on Swiss exports, prevailing negative interest rates by the Swiss National Bank, economic conditions within the eurozone or the EU, and the evolution of agreements between Switzerland and the EU or European Economic Area, which represent Switzerland’s largest export market. In addition, under the IFRS 9 expected credit loss (“ECL”) regime, credit loss expenses may increase rapidly at the onset of an economic downturn as a result of higher levels of credit impairments (stage 3), as well as higher ECL from stages 1 and 2, only gradually diminishing once the economic outlook improves. Substantial increases in ECL could exceed expected loss for regulatory capital purposes and adversely affect UBS AG’s CET1 capital and regulatory capital ratios.

**UBS AG’s plans to ensure uninterrupted business dealings as the UK withdraws from the EU may not be effective**

Plans that UBS has taken to ensure uninterrupted business dealings as the UK withdraws from the EU may not be effective if the UK and the EU do not reach a deal by the end of the transition period, scheduled to end on 31 December 2020, resulting in disruptions across the financial sector.

To prepare UBS AG’s business for the UK withdrawal from the EU, UBS completed a merger of UBS Limited, its UK-based subsidiary, into UBS Europe SE, its Germany-headquartered European subsidiary, which is under the direct supervision of the European Central Bank. All clients and counterparties of UBS Limited who would not be able to be serviced by UBS AG, London Branch following the exit of the UK from the EU have been transferred to UBS Europe SE.

Regulators in both the UK and Europe have taken measures to minimize business disruption in the financial sector in the event of a no-deal scenario, including the UK implementation of a temporary permissions regime so that firms currently using an EU passport for business into the UK can continue operating within the scope of their existing permissions, as well as the recognition by EU authorities of three UK-authorised central counterparties. Nevertheless, significant risk of a disorderly exit of the UK from the EU remains and, should this risk materialize, it could cause significant disruption across the financial industry and, under extreme conditions, contribute to a weakening of the global economy.

**Currency fluctuation**

UBS AG is subject to currency fluctuation risks. Although UBS AG’s change from the Swiss franc to the US dollar as its functional and presentation currency in 2018 reduces its exposure to currency fluctuation risks with respect to the Swiss franc, a substantial portion of its assets and liabilities are denominated in currencies other than the US dollar. Additionally, in order to hedge UBS AG’s CET1 capital ratio, its CET1 capital must have foreign currency exposure, which leads to currency sensitivity. As a consequence, it is not possible to simultaneously fully hedge both the amount of capital and the capital ratio. Accordingly, changes in foreign exchange rates may continue to adversely affect UBS AG’s profits, balance sheet and capital leverage and liquidity coverage ratios.

**Regulatory and legal risks**

**Material legal and regulatory risks arise in the conduct of UBS AG’s business**

As a global financial services firm operating in more than 50 countries, UBS AG is subject to many different legal, tax and regulatory regimes, including extensive regulatory oversight, and are exposed to significant liability risk. UBS AG is subject to a large number of claims, disputes, legal proceedings and government investigations, and UBS AG expects that its ongoing business activities will continue to give rise to such matters in the future. The extent of UBS AG’s financial exposure to these and other matters is material and could substantially exceed the level of provisions that UBS AG has established. UBS AG is not able to predict the financial and non-financial consequences these matters may have when resolved.

UBS AG may be subject to adverse preliminary determinations or court decisions that may negatively affect public perception and its reputation, result in prudential actions from regulators, and cause it to record additional provisions for the matter even when it believes it has substantial defenses and expect to ultimately achieve a more favorable outcome. This risk is illustrated by the
award of aggregate penalties and damages of EUR 4.5 billion by the court of first instance in France, which UBS AG and UBS (France) S.A. have appealed and will be retried in the Court of Appeal in June 2020.

Resolution of regulatory proceedings may require UBS AG to obtain waivers of regulatory disqualifications to maintain certain operations; may entitle regulatory authorities to limit, suspend or terminate licenses and regulatory authorisations; and may permit financial market utilities to limit, suspend or terminate UBS AG’s participation in them. Failure to obtain such waivers, or any limitation, suspension or termination of licenses, authorisations or participations, could have material adverse consequences for us.

UBS AG's settlements with governmental authorities in connection with foreign exchange, London Interbank Offered Rates ("LIBOR") and other benchmark interest rates starkly illustrate the significantly increased level of financial and reputational risk now associated with regulatory matters in major jurisdictions. In connection with investigations related to LIBOR and other benchmark rates and to foreign exchange and precious metals, very large fines and disgorgement amounts were assessed against UBS AG, and it was required to enter guilty pleas despite its full cooperation with the authorities in the investigations, and despite its receipt of conditional leniency or conditional immunity from anti-trust authorities in a number of jurisdictions, including the US and Switzerland.

Ever since UBS AG's material losses arising from the 2007–2009 financial crisis, it has been subject to a very high level of regulatory scrutiny and to certain regulatory measures that constrain its strategic flexibility. While UBS AG believes it has remediated the deficiencies that led to those losses, as well as to the unauthorised trading incident announced in September 2011, the effects on its reputation, as well as on relationships with regulatory authorities of the LIBOR-related settlements of 2012 and settlements with some regulators of matters related to its foreign exchange and precious metals business, as well as the extensive efforts required to implement new regulatory expectations, have resulted in continued scrutiny.

UBS AG is in active dialog with regulators concerning the actions it is taking to improve its operational risk management, risk control, anti-money laundering, data management and other frameworks, and otherwise seek to meet supervisory expectations, but there can be no assurance that its efforts will have the desired effects. As a result of this history, UBS AG's level of risk with respect to regulatory enforcement may be greater than that of some of its peers.

**Substantial changes in regulation may adversely affect UBS AG's businesses and its ability to execute its strategic plans**

UBS AG is subject to significant new regulatory requirements, including recovery and resolution planning, changes in capital and prudential standards, as well as new and revised market standards and fiduciary duties. Notwithstanding attempts by regulators to align their efforts, the measures adopted or proposed for banking regulation differ significantly across the major jurisdictions, making it increasingly difficult to manage a global institution. In addition, Swiss regulatory changes with regard to such matters as capital and liquidity have often proceeded more quickly than those in other major jurisdictions, and Switzerland's requirements for major international banks are among the strictest of the major financial centers. This could put Swiss banks, such as UBS AG, at a disadvantage when competing with peer financial institutions subject to more lenient regulation or with unregulated non-bank competitors.

UBS AG's implementation of additional regulatory requirements and changes in supervisory standards, as well as its compliance with existing laws and regulations, continue to receive heightened scrutiny from supervisors. If UBS AG does not meet supervisory expectations in relation to these or other matters, or if additional supervisory or regulatory issues arise, it would likely be subject to further regulatory scrutiny as well as measures that might further constrain its strategic flexibility.

**Resolvability and resolution and recovery planning:** UBS AG has moved significant operations into subsidiaries to improve resolvability and meet other regulatory requirements, and this has resulted in substantial implementation costs, increased its capital and funding costs and reduced operational flexibility. For example, UBS AG has transferred all of its US subsidiaries under a US
intermediate holding company to meet US regulatory requirements, and have transferred
substantially all the operations of Personal & Corporate Banking and Global Wealth Management
booked in Switzerland to UBS Switzerland AG to improve resolvability.

These changes, particularly the transfer of operations to subsidiaries, require significant time and
resources to implement, and create operational, capital, liquidity, funding and tax inefficiencies.
In addition, they may increase UBS AG's aggregate credit exposure to counterparties as they
transact with multiple entities within the Group. Furthermore, UBS AG's operations in subsidiaries
are subject to local capital, liquidity, stable funding, capital planning and stress testing
requirements. These requirements have resulted in increased capital and liquidity requirements in
affected subsidiaries, which limit UBS AG's operational flexibility and negatively affect its ability
to benefit from synergies between business units and to distribute earnings to the Group.

Under the Swiss too-big-to-fail ("TBTF") framework, UBS is required to put in place viable
emergency plans to preserve the operation of systemically important functions in the event of a
failure. Moreover, under this framework and similar regulations in the US, the UK, the EU and
other jurisdictions in which UBS operates, it is required to prepare credible recovery and resolution
plans detailing the measures that would be taken to recover in a significant adverse event or in the
event of winding down the Group or the operations in a host country through resolution or
insolvency proceedings. If a recovery or resolution plan that UBS produces is determined by the
relevant authority to be inadequate or not credible, relevant regulation may permit the authority to
place limitations on the scope or size of its business in that jurisdiction, or oblige it to hold higher
amounts of capital or liquidity or to change its legal structure or business in order to remove the
relevant impediments to resolution. In February 2020, FINMA published its assessment of the
recovery and resolution plans and emergency plans for Swiss SRBs. FINMA confirmed that UBS's
Swiss emergency plan is effective, subject to a further reduction of its joint and several liabilities.
In addition, FINMA confirmed that UBS AG has completed important measures and made
considerable progress with respect to its global resolvability. Refer to "Recovery and resolution"
in the "Regulation and supervision" section of the Annual Report 2019 for more information
regarding UBS AG's Swiss emergency plan.

Capital and prudential standards: As an internationally active Swiss systemically relevant bank
(an "SRB"), UBS AG is subject to capital and total loss-absorbing capacity ("TLAC")
requirements that are among the most stringent in the world. Moreover, many of UBS AG's
subsidiaries must comply with minimum capital, liquidity and similar requirements and, as a
result, UBS AG has contributed a significant portion of their capital and provide substantial
liquidity to these subsidiaries. These funds are available to meet funding and collateral needs in
the relevant entities, but are generally not readily available for use by the Group as a whole.

UBS AG expects its risk-weighted assets ("RWA") to further increase as the effective date for
capital standards promulgated by the Basel Committee on Banking Supervision (the "BCBS")
draws nearer, although the effective date of the proposals is likely to be later than 2022
contemplated by the BCBS standard. In addition, the Board of Governors of the Federal Reserve
System adopted two proposals last year regarding certain capital and liquidity requirements and
enhanced prudential standards applicable to foreign banking organisations ("FBOs") with
significant US operations. Under the proposal, it is expected that UBS Americas Holding LLC
would continue to be subject to annual assessments of its capital plan through the Comprehensive
Capital Analysis and Review ("CCAR") process, a supplementary leverage ratio, newly
applicable liquidity coverage ratio requirements and new net stable funding ratio requirements.

These additional increases in capital and liquidity standards could significantly curtail UBS AG's
ability to pursue strategic opportunities and to distribute risk.

Market regulation and fiduciary standards: UBS AG's wealth and asset management businesses
operate in an environment of increasing regulatory scrutiny and changing standards with respect
to fiduciary and other standards of care and the focus on mitigating or eliminating conflicts of
interest between a manager or advisor and the client, which require effective implementation
across the global systems and processes of investment managers and other industry participants.
For example, the SEC has adopted a new Regulation Best Interest that is intended to enhance and
clarify the duties of brokers and investment advisers to retail customers. Regulation Best Interest
will apply to a large portion of Global Wealth Management's business in the US, and UBS AG
will likely be required to materially change business processes, policies and the terms on which it interacts with these clients in order to comply with these rules.

Previously, UBS AG has incurred substantial costs in implementing a compliance and monitoring framework in connection with the Volcker Rule under the Dodd–Frank Act and has modified its business activities both inside and outside the US to conform to the Volcker Rule's activity limitations. In 2019, US regulators have adopted amendments (the "2019 Final Rule") to their regulations implementing the Volcker Rule prohibitions on proprietary trading and limitations on covered fund activities. The amendments were effective as of 1 January 2020 and compliance is mandatory from 1 January 2021. UBS AG may incur additional costs in the short term to implement the changes to the operation of its Volcker compliance program, required by the 2019 Final Rule. However, these changes may reduce the long-term burden on UBS AG's operations. UBS AG may also become subject to other similar regulations substantively limiting the types of activities in which it may engage or the way it conducts its operations.

Some of the regulations applicable to UBS AG as a registered swap dealer with the Commodity Futures Trading Commission ("CFTC") in the US, and certain regulations that will be applicable when UBS AG registers as a security-based swap dealer with the US Securities and Exchange Commission (the "SEC"), apply to UBS AG globally, including those relating to swap data reporting, record-keeping, compliance and supervision. As a result, in some cases, US rules duplicate or may conflict with legal requirements applicable to UBS AG elsewhere, including in Switzerland, and may place it at a competitive disadvantage to firms that are not required to register in the US with the SEC or CFTC.

In many instances, UBS AG provides services on a cross-border basis, and it is therefore sensitive to barriers restricting market access for third-country firms. In particular, efforts in the EU to harmonise the regime for third-country firms to access the European market may have the effect of creating new barriers that adversely affect its ability to conduct business in these jurisdictions from Switzerland. In addition, a number of jurisdictions are increasingly regulating cross-border activities based on determinations of equivalence of home country regulation, substituted compliance or similar principles of comity. A negative determination with respect to Swiss equivalence could limit UBS AG's access to the market in those jurisdictions and may negatively influence its ability to act as a global firm. For example, the EU declined to extend the equivalence determination for Swiss exchanges, which lapsed as of 30 June 2019. Reciprocally, the regulations that Switzerland adopted to prohibit trading of shares issued by Swiss incorporated companies on EU venues came into effect on 1 July 2019.

UBS AG experienced cross-border outflows over a number of years as a result of heightened focus by fiscal authorities on cross-border investment and fiscal amnesty programs, in anticipation of the implementation in Switzerland of the global automatic exchange of tax information, and as a result of the measures UBS AG has implemented in response to these changes. Further changes in local tax laws or regulations and their enforcement, the implementation of cross-border tax information exchange regimes, national tax amnesty or enforcement programs or similar actions may affect UBS AG's clients' ability or willingness to do business with it and could result in additional cross-border outflows.

**UBS AG's stated capital returns objective is based, in part, on capital ratios that are subject to regulatory change and may fluctuate significantly**

UBS AG plans to operate with a CET1 capital ratio of around 13% and a CET1 leverage ratio of around 3.7%. UBS AG's ability to maintain these ratios is subject to numerous risks, including the financial results of its businesses, the effect of changes to capital standards, methodologies and interpretations that may adversely affect the calculation of its CET1 ratios, the imposition of risk add-ons or capital buffers, and the application of additional capital, liquidity and similar requirements to subsidiaries. The results of UBS AG's businesses may be adversely affected by events arising from other factors described herein. In some cases, such as litigation and regulatory risk and operational risk events, losses may be sudden and large. These risks could reduce the amount of capital available for return to shareholders and hinder UBS AG's ability to achieve its capital returns target of a progressive cash dividend coupled with a share repurchase program.
Capital strength is a key component of UBS AG's business model. Capital strength enables UBS AG to grow its businesses, and absorb increases in regulatory and capital requirements. It reassures UBS AG's clients and stakeholders, forms the basis for its capital return policy and contributes to its credit ratings. UBS AG's capital ratios are driven primarily by RWA, the leverage ratio denominator and eligible capital, all of which may fluctuate based on a number of factors, some of which are outside its control.

UBS AG's eligible capital may be reduced by losses recognised within net profit or other comprehensive income. Eligible capital may also be reduced for other reasons, including acquisitions which change the level of goodwill, changes in temporary differences related to deferred tax assets included in capital, adverse currency movements affecting the value of equity, prudential adjustments that may be required due to the valuation uncertainty associated with certain types of positions, and changes in the value of certain pension fund assets and liabilities or in the interest rate and other assumptions used to calculate the changes in UBS AG's net defined benefit obligation recognised in other comprehensive income.

RWA are driven by UBS AG's business activities, by changes in the risk profile of its exposures, by changes in its foreign currency exposures and foreign exchange rates, and by regulation. For instance, substantial market volatility, a widening of credit spreads, adverse currency movements, increased counterparty risk, deterioration in the economic environment or increased operational risk could result in an increase in RWA. UBS AG has significantly reduced its market risk and credit risk RWA in recent years. However, increases in operational risk RWA, particularly those arising from litigation, regulatory and similar matters, and regulatory changes in the calculation of RWA, and regulatory add-ons to RWA, have offset a substantial portion of this reduction. Changes in the calculation of RWA, the imposition of additional supplemental RWA charges or multipliers applied to certain exposures and other methodology changes, as well as the implementation of the capital standards promulgated by the Basel Committee on Banking Supervision, which will take effect in 2022, could substantially increase UBS AG's RWA.

The leverage ratio is a balance sheet-driven measure and therefore limits balance sheet-intensive activities, such as lending, more than activities that are less balance sheet intensive, and it may constrain UBS AG's business even if it satisfies other risk-based capital requirements. UBS AG's leverage ratio denominator is driven by, among other things, the level of client activity, including deposits and loans, foreign exchange rates, interest rates and other market factors. Many of these factors are wholly or partly outside of UBS AG's control.

The effect of taxes on UBS AG's financial results is significantly influenced by tax law changes and reassessments of its deferred tax assets

UBS AG's effective tax rate is highly sensitive to its performance, its expectation of future profitability and statutory tax rates. Based on prior years' tax losses, UBS AG has recognised deferred tax assets ("DTAs") reflecting the probable recoverable level based on future taxable profit as informed by its business plans. If UBS AG's performance is expected to produce diminished taxable profit in future years, particularly in the US, it may be required to write down all or a portion of the currently recognised DTAs through the income statement in excess of anticipated amortisation. This would have the effect of increasing UBS AG's effective tax rate in the year in which any write-downs are taken. Conversely, if UBS AG expects the performance of entities in which it has unrecognised tax losses to improve, particularly in the US or the UK, it could potentially recognise additional DTAs. The effect of doing so would be to reduce UBS AG's effective tax rate in years in which additional DTAs are recognised and to increase its effective tax rate in future years. UBS AG's effective tax rate is also sensitive to any future reductions in statutory tax rates, particularly in the US, which would cause the expected future tax benefit from items such as tax loss carry-forwards in the affected locations to diminish in value. This, in turn, would cause a write-down of the associated DTAs. For example, the reduction in the US federal corporate tax rate to 21% from 35% introduced by the US Tax Cuts and Jobs Act resulted in a USD 2.9 billion net write-down in the Group's DTAs in the fourth quarter of 2017.

UBS AG generally revalues its DTAs in the fourth quarter of the financial year based on a reassessment of future profitability taking into account its updated business plans. UBS AG considers the performance of its businesses and the accuracy of historical forecasts, tax rates and other factors in evaluating the recoverability of its DTAs, including the remaining tax loss carry-
forward period and its assessment of expected future taxable profits over the life of DTAs. Estimating future profitability is inherently subjective and is particularly sensitive to future economic, market and other conditions, which are difficult to predict.

UBS AG's results in past years have demonstrated that changes in the recognition of DTAs can have a very significant effect on its reported results. Any future change in the manner in which UBS AG remeasures DTAs could affect UBS AG's effective tax rate, particularly in the year in which the change is made.

UBS AG's full-year effective tax rate could change if aggregate tax expenses in respect of profits from branches and subsidiaries without loss coverage differ from what is expected, or if branches and subsidiaries generate tax losses that UBS AG cannot benefit from through the income statement. In particular, losses at entities or branches that cannot offset for tax purposes taxable profits in other group entities, and which do not result in additional DTA recognition, may increase UBS AG's effective tax rate. In addition, tax laws or the tax authorities in countries where UBS AG has undertaken legal structure changes may prevent the transfer of tax losses incurred in one legal entity to newly organised or reorganised subsidiaries or affiliates or may impose limitations on the utilisation of tax losses that relate to businesses formerly conducted by the transferor. Were this to occur in situations where there were also limited planning opportunities to utilise the tax losses in the originating entity, the DTAs associated with such tax losses may be required to be written down through the income statement.

Changes in tax law may materially affect UBS AG's effective tax rate, and, in some cases, may substantially affect the profitability of certain activities. In addition, statutory and regulatory changes, as well as changes to the way in which courts and tax authorities interpret tax laws, including assertions that UBS AG is required to pay taxes in a jurisdiction as a result of activities connected to that jurisdiction constituting a permanent establishment or similar theory, and changes in its assessment of uncertain tax positions, could cause the amount of taxes it ultimately pays to materially differ from the amount accrued.

Refer to "Regulatory and legal developments" section of the Annual Report 2019 for more information.

Discontinuance of, or changes to, benchmark rates may require adjustments to UBS AG's agreements with clients and other market participants, as well as to UBS AG's systems and processes

Since April 2013, the UK Financial Conduct Authority (the "FCA") has regulated LIBOR, and regulators in other jurisdictions have increased oversight of other interbank offered rates ("IBORs") and similar benchmark rates. Efforts to transition from IBORs to alternative benchmark rates are underway in several jurisdictions. The FCA announced in July 2017 that it will not continue beyond 2021 to regulate LIBOR or take other actions to sustain LIBOR, and urged users to plan the transition to alternative reference rates ("ARRs"). As a result, there can be no guarantee that LIBOR will be determined after 2021 on the same basis as at present, if at all.

Liquidity and activity in ARRs continue to develop in markets globally, with work progressing to resolve certain issues associated with transitioning away from IBORs. Regulatory authorities continue to focus on transitioning to ARRs by the end of 2021. The Alternative Reference Rates Committee is considering potential legislative solutions that would mitigate legal risks related to legacy contracts in the event of IBOR discontinuation. In addition, in October 2019, the US Treasury Department and Internal Revenue Service published proposed regulations providing tax relief related to issues that may arise as a result of the modification of debt, derivative, and other financial contracts from LIBOR-based language to ARRs. The European Central Bank published the euro short-term rate, the risk-free rate for euro markets, for the first time on 2 October 2019, reflecting trading activity on 1 October 2019. The Bank of England Working Group on Sterling Risk-Free Reference Rates continues to be supportive of the development of a term (Sterling Overnight Index Average) reference rate.

UBS AG has a substantial number of contracts linked to IBORs. ARRs do not currently provide a term structure, which will require a change in the contractual terms of products currently indexed on terms other than overnight. In some cases, contracts may contain provisions intended to provide
a fallback interest rate in the event of a brief unavailability of the relevant IBOR. These provisions may not be effective or may produce arbitrary results in the event of a permanent cessation of the relevant IBOR. In addition, numerous of UBS AG’s internal systems, limits and processes make use of IBORs as reference rates. Transition to replacement reference rates will require significant investment and effort.

Refer to "Developments related to the transition away from IBORs” in the "Regulatory and legal developments" section of the Annual Report 2019 for more information.

If UBS experiences financial difficulties, FINMA has the power to open restructuring or liquidation proceedings or impose protective measures in relation to UBS Group AG, UBS AG or UBS Switzerland AG, and such proceedings or measures may have a material adverse effect on UBS’s shareholders and creditors

Under the Swiss Banking Act, FINMA is able to exercise broad statutory powers with respect to Swiss banks and Swiss parent companies of financial groups, such as UBS Group AG, UBS AG and UBS Switzerland AG, if there is justified concern that the entity is over-indebted, has serious liquidity problems or, after the expiration of any relevant deadline, no longer fulfills capital adequacy requirements. Such powers include ordering protective measures, instituting restructuring proceedings (and exercising any Swiss resolution powers in connection therewith), and instituting liquidation proceedings, all of which may have a material adverse effect on shareholders and creditors or may prevent UBS Group AG, UBS AG or UBS Switzerland AG from paying dividends or making payments on debt obligations.

UBS would have limited ability to challenge any such protective measures, and creditors and shareholders would have no right under Swiss law or in Swiss courts to reject them, seek their suspension, or challenge their imposition, including measures that require or result in the deferment of payments.

If restructuring proceedings are opened with respect to UBS Group AG, UBS AG or UBS Switzerland AG, the resolution powers that FINMA may exercise include the power to: (i) transfer all or some of the assets, debt and other liabilities, and contracts of the entity subject to proceedings to another entity; (ii) stay for a maximum of two business days (a) the termination of, or the exercise of rights to terminate, netting rights, (b) rights to enforce or dispose of certain types of collateral or (c) rights to transfer claims, liabilities or certain collateral, under contracts to which the entity subject to proceedings is a party; and/or (iii) partially or fully write down the equity capital and, if such equity capital is fully written down, convert into equity or write down the capital and other debt instruments of the entity subject to proceedings. Shareholders and creditors would have no right to reject, or to seek the suspension of, any restructuring plan pursuant to which such resolution powers are exercised. They would have only limited rights to challenge any decision to exercise resolution powers or to have that decision reviewed by a judicial or administrative process or otherwise.

Upon full or partial write-down of the equity and debt of the entity subject to restructuring proceedings, the relevant shareholders and creditors would receive no payment in respect of the equity and debt that is written down, the write-down would be permanent, and the investors would not, at such time or at any time thereafter, receive any shares or other participation rights, or be entitled to any write-up or any other compensation in the event of a potential recovery of the debtor. If FINMA orders the conversion of debt of the entity subject to restructuring proceedings into equity, the securities received by the investors may be worth significantly less than the original debt and may have a significantly different risk profile, and such conversion would also dilute the ownership of existing shareholders. In addition, creditors receiving equity would be effectively subordinated to all creditors of the restructured entity in the event of a subsequent winding up, liquidation or dissolution of the restructured entity, which would increase the risk that investors would lose all or some of their investment.

FINMA has significant discretion in the exercise of its powers in connection with restructuring proceedings. Furthermore, certain categories of debt obligations, such as certain types of deposits, are subject to preferential treatment. As a result, holders of obligations of an entity subject to a Swiss restructuring proceeding may have their obligations written down or converted into equity
even though obligations ranking on par with or junior to such obligations are not written down or converted.

**UBS AG's financial results may be negatively affected by changes to assumptions and valuations, as well as changes to accounting standards**

UBS AG prepares its consolidated financial statements in accordance with International Financial Reporting Standards ("IFRS"). The application of these accounting standards requires the use of judgment based on estimates and assumptions that may involve significant uncertainty at the time they are made. This is the case, for example, with respect to the measurement of fair value of financial instruments, the recognition of deferred tax assets, the assessment of the impairment of goodwill, expected credit losses and estimation of provisions for contingencies, including litigation, regulatory and similar matters. Such judgments, including the underlying estimates and assumptions, which encompass historical experience, expectations of the future and other factors, are regularly evaluated to determine their continuing relevance based on current conditions. Using different assumptions could cause the reported results to differ. Changes in assumptions, or failure to make the changes necessary to reflect evolving market conditions, may have a significant effect on the financial statements in the periods when changes occur. Estimates of provisions for contingencies may be subject to a wide range of potential outcomes and significant uncertainty. For example, the broad range of potential outcomes in UBS AG's proceeding in France increases the uncertainty associated with assessing the appropriate provision. If the estimates and assumptions in future periods deviate from the current outlook, UBS AG's financial results may also be negatively affected.

Changes to IFRS or interpretations thereof may cause future reported results and financial position to differ from current expectations, or historical results to differ from those previously reported due to the adoption of accounting standards on a retrospective basis. Such changes may also affect UBS AG's regulatory capital and ratios. For example, UBS AG adopted IFRS 9 effective 1 January 2018, which required it to change the accounting treatment of financial instruments measured at amortised cost and certain other positions, to record loans from inception net of expected credit loss ("ECL") allowances and provisions instead of recording credit losses on an incurred loss basis. This may result in a significant increase in recognised credit loss allowances in the future and greater volatility in the income statement as ECL changes in response to developments in the credit cycle and composition of UBS AG's loan portfolio. The effect may be more pronounced in a deteriorating economic environment. Refer to the "Critical accounting estimates and judgments" section and "Note 1 Summary of significant accounting policies" in the "UBS Group AG consolidated financial statements" section of the Annual Report 2019 for more information.

**Strategy, management and operations risks**

**UBS AG may not be successful in the ongoing execution of its strategic plans**

UBS AG has transformed its business to focus on its Global Wealth Management business and its universal bank in Switzerland, complemented by Asset Management and a significantly smaller and more capital-efficient Investment Bank; it has substantially reduced the risk-weighted assets and leverage ratio denominator usage in Corporate Center; and made significant cost reductions. Risk remains that going forward UBS AG may not succeed in executing its strategy or achieving its performance targets, or may be delayed in doing so. Macroeconomic conditions, geopolitical uncertainty, changes to regulatory requirements and the continuing costs of meeting these requirements have prompted UBS AG to adapt its targets and ambitions in the past and it may need to do so again in the future.

To achieve its strategic plans, UBS AG expects to continue to make significant expenditures on technology and infrastructure to improve client experience, improve and further enable digital offerings and increase efficiency. UBS AG’s investments in new technology may not fully achieve its objectives or improve its ability to attract and retain customers. In addition, UBS AG will likely face competition in providing digitally enabled offerings from both existing competitors and new financial service providers in various portions of the value chain. For example, technological advances and the growth of e-commerce have made it possible for e-commerce firms and other companies to offer products and services that were traditionally offered only by banks. These advances have also allowed financial institutions and other companies to provide digitally based
financial solutions, including electronic securities trading, payments processing and online automated algorithmic-based investment advice at a low cost to their customers. UBS AG may have to lower its prices, or risk losing customers as a result. UBS AG's ability to develop and implement competitive digitally enabled offerings and processes will be an important factor in its ability to compete.

As part of its strategy, UBS AG seeks to improve its operating efficiency, in part by controlling its costs. UBS AG may not be able to identify feasible cost reduction opportunities that are consistent with its business goals and cost reductions may be realised later or may be smaller than it anticipates. Higher temporary and permanent regulatory costs and higher business demand than anticipated have partly offset cost reductions and delayed the achievement of UBS AG's past cost reduction targets, and it could continue to be challenged in the execution of its ongoing efforts to improve operating efficiency.

Changes in UBS AG's workforce as a result of outsourcing, nearshoring, offshoring, insourcing or staff reductions may introduce new operational risks that, if not effectively addressed, could affect its ability to achieve cost and other benefits from such changes, or could result in operational losses.

As UBS AG implements effectiveness and efficiency programs, it may also experience unintended consequences, such as the unintended loss or degradation of capabilities that it needs in order to maintain its competitive position, achieve its targeted returns or meet existing or new regulatory requirements and expectations.

Refer to the "Our strategy" section of the Annual Report 2019 for more information.

**Operational risks affect UBS AG's business**

UBS AG's businesses depend on its ability to process a large number of transactions, many of which are complex, across multiple and diverse markets in different currencies, to comply with requirements of many different legal and regulatory regimes to which it is subject and to prevent, or promptly detect and stop, unauthorised, fictitious or fraudulent transactions. UBS AG also relies on access to, and on the functioning of, systems maintained by third parties, including clearing systems, exchanges, information processors and central counterparties. Any failure of UBS AG's or third-party systems could have an adverse effect on UBS AG. UBS AG's operational risk management and control systems and processes are designed to help ensure that the risks associated with its activities – including those arising from process error, failed execution, misconduct, unauthorised trading, fraud, system failures, financial crime, cyberattacks, breaches of information security, inadequate or ineffective access controls and failure of security and physical protection – are appropriately controlled. If UBS AG's internal controls fail or prove ineffective in identifying and remedying these risks, it could suffer operational failures that might result in material losses, such as the substantial loss it incurred from the unauthorised trading incident announced in September 2011.

UBS AG uses automation as part of its efforts to improve efficiency, reduce the risk of error and improve its client experience. UBS AG intends to expand the use of robotic processing, machine learning and artificial intelligence to further these goals. Use of these tools presents their own risks, including the need for effective design and testing; the quality of the data used for development and operation of machine learning and artificial intelligence tools may adversely affect their functioning and result in errors and other operational risks.

UBS AG and other financial services firms have been subject to breaches of security and to cyber- and other forms of attack, some of which are sophisticated and targeted attacks intended to gain access to confidential information or systems, disrupt service or destroy data. These attacks may be attempted through the introduction of viruses or malware, phishing and other forms of social engineering, distributed denial of service attacks and other means. These attempts may occur directly, or using equipment or security passwords of UBS AG's employees, third-party service providers or other users. In addition to external attacks, UBS AG has experienced loss of client data from failure by employees and others to follow internal policies and procedures and from misappropriation of its data by employees and others. UBS AG may not be able to anticipate, detect or recognise threats to its systems or data and its preventative measures may not be effective
to prevent an attack or a security breach. In the event of a security breach, notwithstanding its preventative measures, UBS AG may not immediately detect a particular breach or attack. Once a particular attack is detected, time may be required to investigate and assess the nature and extent of the attack. A successful breach or circumvention of security of UBS's systems or data could have significant negative consequences for it, including disruption of its operations, misappropriation of confidential information concerning it or its customers, damage to its systems, financial losses for it or its customers, violations of data privacy and similar laws, litigation exposure and damage to its reputation.

UBS AG is subject to complex and frequently changing laws and regulations governing the protection of client and personal data, such as the EU General Data Protection Regulation. Ensuring that UBS AG complies with applicable laws and regulations when it collects, uses and transfers personal information requires substantial resources and may affect the ways in which it conducts its business. In the event that UBS AG fails to comply with applicable laws, it may be exposed to regulatory fines and penalties and other sanctions. UBS AG may also incur such penalties if its vendors or other service providers or clients or counterparties fail to comply with these laws or to maintain appropriate controls over protected data. In addition, any loss or exposure of client or other data may adversely damage UBS AG's reputation and adversely affect its business.

A major focus of US and other countries’ governmental policies relating to financial institutions in recent years has been on fighting money laundering and terrorist financing. UBS AG is required to maintain effective policies, procedures and controls to detect, prevent and report money laundering and terrorist financing, and to verify the identity of its clients under the laws of many of the countries in which it operates. UBS AG is also subject to laws and regulations related to corrupt and illegal payments to government officials by others, such as the US Foreign Corrupt Practices Act and the UK Bribery Act. UBS AG has implemented policies, procedures and internal controls that are designed to comply with such laws and regulations. Notwithstanding this, US regulators have found deficiencies in the design and operation of anti-money laundering programs in UBS AG Group's US operations. UBS AG Group has undertaken a significant program to address these regulatory findings with the objective of fully meeting regulatory expectations for its programs. Failure to maintain and implement adequate programs to combat money laundering, terrorist financing or corruption, or any failure of UBS AG Group's programs in these areas, could have serious consequences both from legal enforcement action and from damage to its reputation. Frequent changes in sanctions imposed and increasingly complex sanctions imposed on countries, entities and individuals increase UBS AG Group's cost of monitoring and complying with sanctions requirements and increase the risk that it will not identify in a timely manner previously permissible client activity that is subject to a sanction.

As a result of new and changed regulatory requirements and the changes UBS AG has made in its legal structure, the volume, frequency and complexity of its regulatory and other reporting has significantly increased. Regulators have also significantly increased expectations regarding UBS AG's internal reporting and data aggregation, as well as management reporting. UBS AG has incurred and continues to incur significant costs to implement infrastructure to meet these requirements. Failure to meet external reporting requirements accurately and in a timely manner or failure to meet regulatory expectations of internal reporting, data aggregation and management reporting could result in enforcement action or other adverse consequences for UBS AG.

Certain types of operational control weaknesses and failures could also adversely affect UBS AG's ability to prepare and publish accurate and timely financial reports.

In addition, despite the contingency plans that UBS AG has in place, its ability to conduct business may be adversely affected by a disruption in the infrastructure that supports its businesses and the communities in which it operates. This may include a disruption due to natural disasters, pandemics, civil unrest, war or terrorism and involve electrical, communications, transportation or other services that UBS AG uses or that are used by third parties with whom it conducts business.

**UBS AG may not be successful in implementing changes in its wealth management businesses to meet changing market, regulatory and other conditions**
In recent years, inflows from lower-margin segments and markets have been replacing outflows from higher-margin segments and markets, in particular for cross-border clients. This dynamic, combined with changes in client product preferences as a result of which low-margin products account for a larger share of UBS AG's revenues than in the past, has put downward pressure on Global Wealth Management's margins.

As the discussion above indicates, UBS AG is exposed to possible outflows of client assets in its asset-gathering businesses and to changes affecting the profitability of Global Wealth Management, in particular. Initiatives that UBS may implement to overcome the effects of changes in the business environment on its profitability, balance sheet and capital positions may not succeed in countering those effects and may cause net new money outflows and reductions in client deposits, as happened with its balance sheet and capital optimisation program in 2015. There is no assurance that UBS AG will be successful in its efforts to offset the adverse effect of these or similar trends and developments.

**UBS AG may be unable to identify or capture revenue or competitive opportunities, or retain and attract qualified employees**

The financial services industry is characterised by intense competition, continuous innovation, restrictive, detailed, and sometimes fragmented regulation and ongoing consolidation. UBS AG faces competition at the level of local markets and individual business lines, and from global financial institutions that are comparable to it in their size and breadth. Barriers to entry in individual markets and pricing levels are being eroded by new technology. UBS AG expects these trends to continue and competition to increase. UBS AG's competitive strength and market position could be eroded if it is unable to identify market trends and developments, does not respond to such trends and developments by devising and implementing adequate business strategies, does not adequately develop or update its technology including its digital channels and tools, or is unable to attract or retain the qualified people needed.

The amount and structure of UBS AG's employee compensation is affected not only by its business results, but also by competitive factors and regulatory considerations.

In recent years, in response to the demands of various stakeholders, including regulatory authorities and shareholders, and in order to better align the interests of its staff with other stakeholders, UBS AG has increased average deferral periods for stock awards, expanded forfeiture provisions and, to a more limited extent, introduced clawback provisions for certain awards linked to business performance. UBS AG has also introduced individual caps on the proportion of fixed to variable pay for the Group Executive Board ("GEB") members, as well as certain other employees.

Constraints on the amount or structure of employee compensation, higher levels of deferral, performance conditions and other circumstances triggering the forfeiture of unvested awards may adversely affect UBS AG's ability to retain and attract key employees. The loss of key staff and the inability to attract qualified replacements could seriously compromise UBS AG's ability to execute its strategy and to successfully improve its operating and control environment, and could affect its business performance. Swiss law requires that shareholders approve the compensation of the Board of Directors (the "BoD") and the GEB each year. If UBS's shareholders fail to approve the compensation for the GEB or the BoD, this could have an adverse effect on its ability to retain experienced directors and its senior management.

**UBS AG depends on its risk management and control processes to avoid or limit potential losses in its businesses**

Controlled risk-taking is a major part of the business of a financial services firm. Some losses from risk-taking activities are inevitable, but to be successful over time, UBS AG must balance the risks it takes against the returns generated. Therefore UBS AG must diligently identify, assess, manage and control its risks, not only in normal market conditions but also as they might develop under more extreme, stressed conditions, when concentrations of exposures can lead to severe losses.

As seen during the financial crisis of 2007–2009, UBS AG has not always been able to prevent serious losses arising from extreme or sudden market events that are not anticipated by its risk
measures and systems. UBS AG's risk measures, concentration controls and the dimensions in which it aggregated risk to identify correlated exposures proved inadequate in a historically severe deterioration in financial markets. As a result, UBS AG recorded substantial losses on fixed income trading positions, particularly in 2008 and 2009. UBS AG has substantially revised and strengthened its risk management and control framework and increased the capital that it holds relative to the risks that it takes. Nonetheless, UBS AG could suffer further losses in the future if, for example:

(a) it does not fully identify the risks in its portfolio, in particular risk concentrations and correlated risks;

(b) its assessment of the risks identified, or its response to negative trends, proves to be untimely, inadequate, insufficient or incorrect;

(c) markets move in ways that UBS AG does not expect – in terms of their speed, direction, severity or correlation – and its ability to manage risks in the resulting environment is, therefore, affected;

(d) third parties to whom it has credit exposure or whose securities it holds are severely affected by events and it suffers defaults and impairments beyond the level implied by its risk assessment; or

(e) collateral or other security provided by its counterparties proves inadequate to cover their obligations at the time of default.

UBS AG has exposures related to real estate in various countries, including a substantial Swiss mortgage portfolio. Although UBS AG believes this portfolio is prudently managed, it could nevertheless be exposed to losses if a substantial deterioration in the Swiss real estate market were to occur. UBS AG also holds legacy risk positions, primarily in Corporate Center, that, in many cases, are illiquid and may again deteriorate in value.

UBS AG also manages risk on behalf of its clients. The performance of assets UBS AG holds for its clients may be adversely affected by the same factors mentioned above. If clients suffer losses or the performance of their assets held with UBS AG is not in line with relevant benchmarks against which clients assess investment performance, UBS AG may suffer reduced fee income and a decline in assets under management, or withdrawal of mandates.

Investment positions, such as equity investments made as part of strategic initiatives and seed investments made at the inception of funds that UBS AG manages, may also be affected by market risk factors. These investments are often not liquid and generally are intended or required to be held beyond a normal trading horizon. Deteriorations in the fair value of these positions would have a negative effect on UBS AG's earnings.

**UBS AG's operating results, financial condition and ability to pay its obligations in the future may be affected by funding, dividends and other distributions received from UBS Switzerland AG, UBS Americas Holding LLC, UBS Europe SE and other subsidiaries, which may be subject to restrictions**

UBS AG's ability to pay its obligations in the future may be affected by the level of funding, dividends and other distributions, if any, received from UBS Switzerland AG and other subsidiaries. The ability of such subsidiaries to make loans or distributions, directly or indirectly, to UBS AG may be restricted as a result of several factors, including restrictions in financing agreements and the requirements of applicable law and regulatory, fiscal or other restrictions. In particular, UBS AG's direct and indirect subsidiaries, including UBS Switzerland AG, UBS Americas Holding LLC and UBS Europe SE, are subject to laws and regulations that restrict dividend payments, authorise regulatory bodies to block or reduce the flow of funds from those subsidiaries to UBS AG, or could affect their ability to repay any loans made to, or other investments in, such subsidiary by UBS AG or another member of the Group. For example, the US Comprehensive Capital Analysis and Review process requires that UBS's US intermediate holding company demonstrate that it can continue to meet minimum capital standards over a hypothetical nine-quarter severely adverse economic scenario. If it fails to meet the quantitative
capital requirements, or the Federal Reserve Board's qualitative assessment of the capital planning process is adverse, UBS's US intermediate holding company would be prohibited from paying dividends or making distributions. Restrictions and regulatory actions of this kind could impede access to funds that UBS AG may need to meet its obligations. In addition, UBS AG's right to participate in a distribution of assets upon a subsidiary's liquidation or reorganisation is subject to all prior claims of the subsidiary's creditors.

Furthermore, UBS AG may guarantee some of the payment obligations of certain of its subsidiaries from time to time. These guarantees may require UBS AG to provide substantial funds or assets to subsidiaries or their creditors or counterparties at a time when UBS AG is in need of liquidity to fund its own obligations.

**UBS AG's reputation is critical to its success**

UBS AG's reputation is critical to the success of its strategic plans, business and prospects. Reputational damage is difficult to reverse, and improvements tend to be slow and difficult to measure. UBS AG's reputation has been adversely affected by its losses during the financial crisis, investigations into its cross-border private banking services, criminal resolutions of LIBOR-related and foreign exchange matters, as well as other matters. UBS AG believes that reputational damage as a result of these events was an important factor in its loss of clients and client assets across its asset-gathering businesses. New events that cause reputational damage could have a material adverse effect on UBS AG's results of operation and financial condition, as well as its ability to achieve its strategic goals and financial targets.

**Liquidity and funding risk**

**Liquidity and funding management are critical to UBS AG's ongoing performance**

The viability of UBS AG's business depends on the availability of funding sources, and its success depends on its ability to obtain funding at times, in amounts, for tenors and at rates that enable it to efficiently support its asset base in all market conditions. UBS AG's funding sources have generally been stable, but could change in the future because of, among other things, general market disruptions or widening credit spreads, which could also influence the cost of funding. A substantial part of UBS AG's liquidity and funding requirements are met using short-term unsecured funding sources, including retail and wholesale deposits and the regular issuance of money market securities. A change in the availability of short-term funding could occur quickly.

Moreover, more stringent capital and liquidity and funding requirements will likely lead to increased competition for both secured funding and deposits as a stable source of funding, and to higher funding costs. The addition of loss-absorbing debt as a component of capital requirements, the regulatory requirements to maintain minimum TLAC at UBS AG's holding company and at subsidiaries, as well as the power of resolution authorities to bail in TLAC and other debt obligations, and uncertainty as to how such powers will be exercised, will increase UBS AG's cost of funding and could potentially increase the total amount of funding required, in the absence of other changes in its business.

Reductions in UBS AG's credit ratings may adversely affect the market value of the securities and other obligations and increase its funding costs, in particular with regard to funding from wholesale unsecured sources, and could affect the availability of certain kinds of funding. In addition, as experienced in connection with Moody's downgrade of UBS AG's long-term debt rating in June 2012, rating downgrades can require UBS AG to post additional collateral or make additional cash payments under trading agreements. UBS AG's credit ratings, together with its capital strength and reputation, also contribute to maintaining client and counterparty confidence, and it is possible that rating changes could influence the performance of some of its businesses.

The requirement to maintain a liquidity coverage ratio of high-quality liquid assets to estimated stressed short-term net cash outflows, and other similar liquidity and funding requirements, oblige UBS AG to maintain high levels of overall liquidity, limit its ability to optimise interest income and expense, make certain lines of business less attractive and reduce its overall ability to generate profits. The liquidity coverage ratio and net stable funding ratio requirements are intended to ensure that UBS AG is not overly reliant on short-term funding and that it has sufficient long-term
funding for illiquid assets. The relevant calculations make assumptions about the relative likelihood and amount of outflows of funding and available sources of additional funding in market-wide and firm-specific stress situations. There can be no assurance that in an actual stress situation UBS AG's funding outflows would not exceed the assumed amounts.”

2. In the subsection titled "Risks Relating to the Notes", the risk factor "UBS has announced its intention to make certain structural changes in light of regulatory trends and requirements and the Terms and Conditions of the Notes do not contain any restrictions on the Issuer's or UBS's ability to restructure its business" is deleted and the following is inserted:

"UBS has made certain structural changes in light of regulatory trends and requirements and the Terms and Conditions do not contain any restrictions on change of control events on the Issuer's or UBS's ability to restructure its business"

In 2014, UBS began adapting its legal entity structure to improve the resolvability of the Group in response to too big to fail requirements in Switzerland and recovery and resolution regulation in other countries in which the Group operates. In December 2014, UBS Group AG became the holding company of the Group.

In 2015, UBS AG transferred its personal & corporate banking and wealth management businesses booked in Switzerland to the newly established UBS Switzerland AG, a banking subsidiary of UBS AG in Switzerland. In 2016, UBS Americas Holding LLC was designated as the intermediate holding company for UBS's US subsidiaries and UBS merged its wealth management subsidiaries in various European countries into UBS Europe SE, UBS's German-headquartered European subsidiary. Additionally, UBS transferred the majority of Asset Management's operating subsidiaries to UBS Asset Management AG. Effective 1 April 2019, the portion of the Asset Management business in Switzerland conducted by UBS AG was transferred from UBS AG to its indirect subsidiary, UBS Asset Management Switzerland AG.

UBS Business Solutions AG, a wholly owned subsidiary of UBS Group AG, was established in 2015 and acts as the Group service company. In 2017, UBS's shared services functions in Switzerland and the UK were transferred from UBS AG to UBS Business Solutions AG. UBS also completed the transfer of shared services functions in the US to its US service company, UBS Business Solutions US LLC, a wholly owned subsidiary of UBS Americas Holding LLC.

In March 2019, UBS Limited, UBS's UK headquartered subsidiary, was merged into UBS Europe SE prior to the UK's then scheduled departure from the EU. Former clients and other counterparties of UBS Limited who can be serviced by UBS AG's London Branch were migrated to UBS AG's London Branch prior to the merger.

UBS continues to consider further changes to the Group's legal structure in response to regulatory requirements and other external developments. Such changes may include further consolidation of operating subsidiaries in the EU and adjustments to the booking entity or location of products and services.

The Terms and Conditions contain no restrictions on change of control events or structural changes, such as consolidations or mergers or demergers of the Issuer or the sale, assignment, spin-off, contribution, distribution, transfer or other disposal of all or any portion of the Issuer's or its subsidiaries' properties or assets in connection with changes to its legal structure or otherwise and no event of default, requirement to repurchase the Notes or other event will be triggered under the Terms and Conditions as a result of such changes. There can be no assurance that such changes, should they occur, would not adversely affect the credit rating of the Issuer and/or increase the likelihood of the occurrence of an event of default. Such changes, should they occur, may adversely affect the Issuer's ability to redeem or pay interest on the Notes (or otherwise fulfill its obligations with respect to the notes) and/or lead to circumstances in which the Issuer may elect to cancel such interest (if applicable).
AMENDMENTS TO THE "DOCUMENTS INCORPORATED BY REFERENCE" SECTION

In the "Documents Incorporated by Reference" section on page 60-62 inclusive of the Base Prospectus, the following are added as documents incorporated in and taken to form part of the Base Prospectus and the Base Listing Particulars:

(a) UBS Group AG's and UBS AG's annual report for the year ended 31 December 2019 ("Annual Report 2019") which the Issuer filed on form 20-F with the SEC on 3 March 2020 (currently accessible at: https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html);

(b) UBS Group AG's audited standalone financial statements for the year ended 31 December 2019, which UBS Group AG furnished on form 6-K to the SEC on 28 February 2020 (currently accessible at: https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html);

(c) UBS AG's audited standalone financial statements for the year ended 31 December 2019, which UBS AG furnishes on form 6-K to the SEC on 28 February 2020 ("Standalone Financial Statements 2019") (currently accessible at: https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html);

(d) UBS Group AG's and UBS AG's submission on form 6-K dated 23 July 2019, containing the second quarter 2019 financial report of UBS Group AG ("UBS Group Second Quarter 2019 Report") (currently accessible at: https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html);

(e) UBS Group AG's and UBS AG's submission on form 6-K dated 22 October 2019, containing the third quarter 2019 financial report of UBS Group AG ("UBS Group Third Quarter 2019 Report") (currently accessible at: https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html);

(f) UBS Group AG's and UBS AG's submission on form 6-K dated 21 January 2020, containing the fourth quarter 2019 financial report of UBS Group AG ("UBS Group Fourth Quarter 2019 Report") (currently accessible at: https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html);

(g) UBS AG's submission on form 6-K dated 26 July 2019, containing the second quarter 2019 financial report of UBS AG ("UBS AG Second Quarter 2019 Report") (currently accessible at: https://www.ubs.com/global/en/about_ubs/investor_relations/sec.html); and


AMENDMENTS TO THE "DESCRIPTION OF UBS AG" SECTION

The "Description of UBS AG" section on pages 110-135 inclusive of the Base Prospectus is deleted and replaced with the following:

1. Overview

UBS AG with its subsidiaries (together, "UBS AG consolidated", or "UBS AG Group"); together with UBS Group AG, which is the holding company of UBS AG, and its subsidiaries, "UBS Group", "Group", "UBS" or "UBS Group AG consolidated") provides financial advice and solutions to private, institutional and corporate clients worldwide, as well as private clients in Switzerland. The operational structure of the Group is comprised of the Corporate Center and four business divisions: Global Wealth Management, Personal & Corporate Banking, Asset Management and the Investment Bank. UBS concentrates on capital-efficient businesses in its targeted markets, where UBS has a strong competitive position and an attractive long-term growth or profitability outlook. UBS views capital strength as the foundation of its strategy. In delivering all of UBS as one firm to its clients, UBS intends to: strengthen its leading client franchises and grow share; position UBS for growth by expanding its services and capabilities; drive greater efficiencies and scale; and further intensify collaboration for the benefit of its clients.
On 31 December 2019, UBS Group's common equity tier 1 ("CET1") capital ratio was 13.7%, the CET1 leverage ratio was 3.90%, the total loss-absorbing capacity ratio was 34.6%, and the total loss-absorbing capacity leverage ratio was 9.8%.¹ On the same date, invested assets stood at USD 3,607 billion, equity attributable to shareholders was USD 54,533 million and market capitalisation was USD 45,661 million. On the same date, UBS employed 68,601 people².

On 31 December 2019, UBS AG consolidated CET1 capital ratio was 13.7%, the CET1 leverage ratio was 3.87%, the total loss-absorbing capacity ratio was 33.9%, and the total loss-absorbing capacity leverage ratio was 9.6%.¹ On the same date, invested assets stood at USD 3,607 billion and equity attributable to UBS AG shareholders was USD 53,754 million. On the same date, UBS AG Group employed 47,005 people².

The rating agencies S&P Global Ratings Europe Limited ("Standard & Poor's"), Moody's Deutschland GmbH ("Moody's"), Fitch Ratings Limited ("Fitch Ratings"), and Scope Ratings GmbH ("Scope Ratings") have published solicited credit ratings reflecting their assessment of the creditworthiness of UBS AG, i.e. its ability to fulfil in a timely manner payment obligations, such as principal or interest payments on long-term loans, also known as debt servicing. The ratings from Fitch Ratings, Standard & Poor's and Scope Ratings may be attributed a plus or minus sign, and those from Moody's a number. These supplementary attributes indicate the relative position within the respective rating class. UBS AG has a long-term counterparty credit rating of A+ (outlook: stable) from Standard & Poor's, long-term senior debt rating of Aa3 (outlook: stable) from Moody's, long-term issuer default rating of AA- (outlook: stable) from Fitch Ratings and issuer rating of AA- (outlook: stable) from Scope Ratings.

An explanation of the significance of ratings may be obtained from the rating agencies. Generally, rating agencies base their ratings on such material and information, and such of their own investigations, studies and assumptions, as they deem appropriate. The ratings of UBS AG should be evaluated independently from similar ratings of other entities, and from the rating, if any, of its securities. A credit rating is not a recommendation to buy, sell or hold securities issued or guaranteed by the rated entity and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency. All the above-mentioned rating agencies are registered as credit rating agencies under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No 513/2011.

No profit forecasts or estimates are included in this document.

No recent events particular to UBS AG have occurred, which are to a material extent relevant to the evaluation of UBS AG's solvency.

2. Information about the Issuer

2.1 Corporate Information

The legal and commercial name of the company is UBS AG.

The company was incorporated under the name SBC AG on 28 February 1978 for an unlimited duration and entered in the Commercial Register of Canton Basel-City on that day. On 8 December 1997, the company changed its name to UBS AG. The company in its present form was created on 29 June 1998 by the merger of Union Bank of Switzerland (founded 1862) and Swiss Bank Corporation (founded 1872). UBS AG is entered in the Commercial Registers of Canton Zurich and Canton Basel-City. The registration number is CHE-101.329.561.

UBS AG is incorporated and domiciled in Switzerland and operates under the Swiss Code of Obligations as an Aktiengesellschaft, a corporation limited by shares. UBS AG's Legal Entity Identifier (LEI) code is BFM8T61CT2L1QCEMIK50.

¹ All figures based on the Swiss systemically relevant bank framework as of 1 January 2020. Refer to the "Capital management" section of the Annual Report 2019 for more information.

² Full-time equivalents.
According to article 2 of the articles of association of UBS AG dated 26 April 2018 ("Articles of Association"), the purpose of UBS AG is the operation of a bank. Its scope of operations extends to all types of banking, financial, advisory, trading and service activities in Switzerland and abroad. UBS AG may establish branches and representative offices as well as banks, finance companies and other enterprises of any kind in Switzerland and abroad, hold equity interests in these companies, and conduct their management. UBS AG is authorized to acquire, mortgage and sell real estate and building rights in Switzerland and abroad. UBS AG may borrow and invest money on the capital markets. UBS AG is part of the group of companies controlled by the group parent company UBS Group AG. It may promote the interests of the group parent company or other group companies. It may provide loans, guarantees and other kinds of financing and security for group companies.

The addresses and telephone numbers of UBS AG's two registered offices and principal places of business are: Bahnhofstrasse 45, CH-8001 Zurich, Switzerland, telephone +41 44 234 1111; and Aeschenvorstadt 1, CH-4051 Basel, Switzerland, telephone +41 61 288 5050.

2.2 UBS's borrowing and funding structure and financing of UBS's activities

For information on UBS's expected financing of its business activities, please refer to "Balance sheet, liquidity and funding management" in the "Treasury management" section of the Annual Report 2019.

3. Business Overview

3.1 Organisational Structure of UBS AG

UBS AG is a Swiss bank and the parent company of the UBS AG Group. It is 100% owned by UBS Group AG, which is the holding company of the UBS Group. UBS operates as a group with four business divisions and a Corporate Center.

In 2014, UBS began adapting its legal entity structure to improve the resolvability of the Group in response to too big to fail requirements in Switzerland and recovery and resolution regulation in other countries in which the Group operates. In December 2014, UBS Group AG became the holding company of the Group.

In 2015, UBS AG transferred its personal & corporate banking and wealth management businesses booked in Switzerland to the newly established UBS Switzerland AG, a banking subsidiary of UBS AG in Switzerland. In 2016, UBS Americas Holding LLC was designated as the intermediate holding company for UBS's US subsidiaries and UBS merged its wealth management subsidiaries in various European countries into UBS Europe SE, UBS's German-headquartered European subsidiary. Additionally, UBS transferred the majority of Asset Management's operating subsidiaries to UBS Asset Management AG. Effective 1 April 2019, the portion of the Asset Management business in Switzerland conducted by UBS AG was transferred from UBS AG to its indirect subsidiary, UBS Asset Management Switzerland AG.

UBS Business Solutions AG, a wholly owned subsidiary of UBS Group AG, was established in 2015 and acts as the Group service company. In 2017, UBS's shared services functions in Switzerland and the UK were transferred from UBS AG to UBS Business Solutions AG. UBS also completed the transfer of shared services functions in the US to its US service company, UBS Business Solutions US LLC, a wholly owned subsidiary of UBS Americas Holding LLC.

In March 2019, UBS Limited, UBS's UK headquartered subsidiary, was merged into UBS Europe SE prior to the UK's then scheduled departure from the EU. Former clients and other counterparties of UBS Limited who can be serviced by UBS AG's London Branch were migrated to UBS AG's London Branch prior to the merger.

UBS continues to consider further changes to the Group's legal structure in response to regulatory requirements and other external developments. Such changes may include further consolidation of operating subsidiaries in the EU and adjustments to the booking entity or location of products and services. Refer to "Risk Factors - UBS has made certain structural changes in light of regulatory trends and requirements and the Terms and Conditions do not contain any restrictions on change of control events or on the Issuer's or UBS's ability to restructure its business" above.
UBS Group AG's interests in subsidiaries and other entities as of 31 December 2019, including interests in significant subsidiaries, are discussed in "Note 31 Interests in subsidiaries and other entities" to the UBS Group AG's consolidated financial statements included in the UBS Group AG and UBS AG Annual Report 2019.

UBS AG's interests in subsidiaries and other entities as of 31 December 2019, including interests in significant subsidiaries, are discussed in "Note 31 Interests in subsidiaries and other entities" to the UBS AG's consolidated financial statements included in the Annual Report 2019.

UBS AG is the parent company of, and conducts a significant portion of its operations through, its subsidiaries. UBS AG has contributed a significant portion of its capital and provides substantial liquidity to subsidiaries. In addition, UBS Business Solutions AG provides substantial services to group companies including UBS AG and its subsidiaries. To this extent, UBS AG is dependent on certain of the entities of the UBS AG Group and of the UBS Group.

3.2 Business Divisions and Corporate Center

UBS operates as a group with four business divisions (Global Wealth Management, Personal & Corporate Banking, Asset Management, and the Investment Bank) and a Corporate Center. Each of the business divisions and the Corporate Center are described below. A description of the Group's strategy can be found under "Our strategy" in the "Our strategy, business model and environment" section of the Annual Report 2019; a description of the businesses, strategies, clients, organisational structures, products and services of the business divisions and the Corporate Center can also be found in the "Our strategy, business model and environment" section of the Annual Report 2019.

3.2.1. Global Wealth Management

Global Wealth Management provides investment advice and solutions to private clients, in particular in the ultra high net worth and high net worth segments. Clients benefit from Global Wealth Management's comprehensive set of capabilities, including wealth planning, investing, lending, asset protection, philanthropy, corporate and banking services, as well as family office services in collaboration with the Investment Bank and Asset Management. Global Wealth Management has a global footprint, with the US representing its largest market. Clients are served through local offices and dedicated advisors.

In January 2020, UBS announced an expansion of its collaboration with the Investment Bank and an intention to make its Global Family Office capabilities available to 1,500 clients. Ultra high net worth client relationships and advisors will be integrated into regional business. UBS will also create three distinct business units in EMEA –Europe, Central and Eastern Europe, and Middle East and Africa – to better capture the diverse opportunities in these markets. In the newly established Global Capital Markets team, UBS will combine its Investment Product Services unit and Investment Bank teams. Refer to "Global Wealth Management organizational changes" in the "Our business" section of the Annual Report 2019 for more information.

3.2.2. Personal & Corporate Banking

Personal & Corporate Banking provides comprehensive financial products and services to private, corporate and institutional clients and operates in Switzerland in the private and corporate loan market. Personal & Corporate Banking is central to UBS's universal bank model in Switzerland and it works with Global Wealth Management, the Investment Bank and Asset Management to help clients receive the best products and solutions for their specific financial needs. While Personal & Corporate Banking operates primarily in its home market of Switzerland, it also provides capabilities to support the growth of the international business activities of UBS's corporate and institutional clients through local hubs in Frankfurt, New York, Hong Kong and Singapore. The business is divided into Personal Banking and Corporate & Institutional Clients (CIC).
3.2.3. **Asset Management**

Asset Management is a large-scale and diversified global asset manager. It offers investment capabilities and styles across all major traditional and alternative asset classes, as well as advisory support to institutions, wholesale intermediaries and Global Wealth Management clients around the world. Asset Management offers clients a wide range of investment products and services in different asset classes in the form of segregated, pooled or advisory mandates, as well as registered investment funds in various jurisdictions. It covers the main asset management markets globally, and has a local presence in 22 markets, grouped in four regions: the Americas; Europe, Middle East and Africa; Switzerland; and Asia Pacific.

3.2.4. **Investment Bank**

The Investment Bank provides a range of services to institutional, corporate and wealth management clients to help them raise capital, grow their businesses, invest and manage risks. It is focused on its traditional strengths in advisory services, capital markets, equities and foreign exchange, complemented by a targeted rates and credit platform. The Investment Bank uses its research and technology capabilities to support its clients as they adapt to the evolving market structures and changes in the regulatory, technological, economic and competitive landscapes. The Investment Bank delivers solutions to clients, using its intellectual capital and electronic platforms. It also provides services to Global Wealth Management, Personal & Corporate Banking and Asset Management. It has a global reach, with a presence in more than 30 countries and principal offices in the major financial hubs.

UBS made changes to the Investment Bank effective 1 January 2020: Corporate Client Solutions (CCS) and Investor Client Services (ICS) were renamed Global Banking and Global Markets, respectively. Global Banking adopted a global coverage model and will deploy its deep global industry expertise to meet the needs of its most important clients. Global Markets combined Equities and Foreign Exchange, Rates and Credit, and is introducing three product verticals (Execution & Platform, Derivatives & Solutions, and Financing). Research and Evidence Lab Innovations continues to be a critical part of the Investment Bank's advisory and content offering.

3.2.5. **Corporate Center**

Corporate Center consists of the Group Chief Operating Officer area (Group Technology, Group Corporate Services, Group Human Resources and Group Operations), Group Treasury, Group Finance, Group Legal, Group Risk Control, Group Communications & Branding, Group Compliance, Regulatory & Governance, UBS in society, and Non-core and Legacy Portfolio ("NCL"). Over recent years, UBS has progressively aligned its support functions with the business divisions. The majority of these functions are either fully aligned or shared among business divisions, where they have full management responsibility. Group Treasury manages the structural risk of UBS's balance sheet, including interest rate risk, structural foreign exchange risk and collateral risk, as well as the risks associated with the Group's liquidity and funding portfolios. Group Treasury serves all business divisions through two main risk management areas, and its risk management is fully integrated into the Group's risk governance framework. NCL manages legacy positions from businesses exited by the Investment Bank. It is overseen by a committee chaired by the Group Chief Risk Officer. The portfolio also includes positions relating to legal matters arising from businesses that were transferred to it at the time of its formation. Beginning with the first quarter 2019 and in compliance with IFRS 8, Operating Segments, UBS provides results for total Corporate Center only and does not separately report Corporate Center – Services, Group Treasury and NCL.

3.3 **Competition**

The financial services industry is characterised by intense competition, continuous innovation, restrictive, detailed, and sometimes fragmented regulation and ongoing consolidation. UBS faces competition at the level of local markets and individual business lines, and from global financial
institutions that are comparable to UBS in their size and breadth. Barriers to entry in individual markets and pricing levels are being eroded by new technology. UBS expects these trends to continue and competition to increase.

Any statements regarding the competitive position of UBS AG, UBS AG Group or the Group contained in this document are made on the basis of the opinion of UBS AG or the Group.

3.4 Recent Developments

3.4.1. Selected consolidated financial information

UBS AG derived the selected consolidated financial information included in the table below for the years ended 31 December 2019, 2018 and 2017 from the Annual Report 2019, except where noted.

The consolidated financial statements were prepared in accordance with International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board ("IASB"). Effective from 1 October 2018, the functional currency of UBS Group AG and UBS AG's Head Office in Switzerland changed from Swiss francs to US dollars and that of UBS AG's London Branch from British pounds to US dollars, in compliance with the requirements of International Accounting Standard (IAS) 21, The Effects of Changes in Foreign Exchange Rates. The presentation currency of UBS AG's consolidated financial statements has changed from Swiss francs to US dollars to align with the functional currency changes of significant Group entities. Prior periods have been restated for this presentation currency change. Assets, liabilities and total equity were translated to US dollars at closing exchange rates prevailing on the respective balance sheet dates, and income and expenses were translated at the respective average rates prevailing for the relevant periods.

Information for the years ended 31 December 2019, 2018 and 2017 which is indicated as being unaudited in the table below was included in the Annual Report 2019, but has not been audited on the basis that the respective disclosures are not required under IFRS, and therefore are not part of the audited financial statements. The Annual Report 2019 is incorporated by reference herein. Prospective investors should read the whole of this Base Prospectus and the documents incorporated by reference herein and should not rely solely on the summarized information set out below.

<table>
<thead>
<tr>
<th>As of or for the year ended</th>
<th>31.12.19</th>
<th>31.12.18</th>
<th>31.12.17</th>
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<tbody>
<tr>
<td><strong>Results</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income statement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating income</td>
<td>29,307</td>
<td>30,642</td>
<td>30,044</td>
</tr>
<tr>
<td>Net interest income</td>
<td>4,415</td>
<td>4,971</td>
<td>6,021</td>
</tr>
<tr>
<td>Net fee and commission income</td>
<td>17,460</td>
<td>17,930</td>
<td>17,550</td>
</tr>
<tr>
<td>Credit loss (expense)/recovery</td>
<td>(78)</td>
<td>(117)</td>
<td>(131)</td>
</tr>
<tr>
<td>Operating expenses</td>
<td>24,138</td>
<td>25,184</td>
<td>24,969</td>
</tr>
<tr>
<td>Operating profit/(loss) before tax</td>
<td>5,169</td>
<td>5,458</td>
<td>5,076</td>
</tr>
<tr>
<td>Net profit / (loss) attributable to shareholders</td>
<td>3,965</td>
<td>4,107</td>
<td>758</td>
</tr>
<tr>
<td><strong>Balance sheet</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total assets</td>
<td>971,916</td>
<td>958,055</td>
<td>940,020</td>
</tr>
<tr>
<td>Total financial liabilities measured at amortized cost</td>
<td>617,429</td>
<td>612,174</td>
<td>660,498</td>
</tr>
<tr>
<td>of which: customer deposits</td>
<td>450,591</td>
<td>421,986</td>
<td>423,058</td>
</tr>
<tr>
<td>of which: debt issued measured at amortized cost</td>
<td>62,835</td>
<td>91,245</td>
<td>107,458</td>
</tr>
</tbody>
</table>
As of or for the year ended

USD million, except where indicated

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Total financial liabilities measured at</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>fair value through profit or loss of which: subordinated debt</td>
<td>7,431</td>
<td>7,511</td>
<td>9,217</td>
</tr>
<tr>
<td><strong>of which: debt issued designated at fair value</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loans and advances to customers</td>
<td>291,452</td>
<td>283,717</td>
<td>217,814</td>
</tr>
<tr>
<td>Equity attributable to shareholders</td>
<td>53,754</td>
<td>52,256</td>
<td>51,987</td>
</tr>
</tbody>
</table>

**Profitability and growth**

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<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Return on equity (%)</td>
<td>7.4*</td>
<td>7.9*</td>
<td>1.4*</td>
</tr>
<tr>
<td>Return on tangible equity (%)</td>
<td>8.5*</td>
<td>9.1*</td>
<td>1.6*</td>
</tr>
<tr>
<td>Return on common equity tier 1 capital (%)</td>
<td>11.3*</td>
<td>11.9*</td>
<td>2.3*</td>
</tr>
<tr>
<td>Return on risk-weighted assets, gross (%)</td>
<td>11.2*</td>
<td>12.0*</td>
<td>12.8*</td>
</tr>
<tr>
<td>Return on leverage ratio denominator, gross (%)</td>
<td>3.2*</td>
<td>3.4*</td>
<td>3.4*</td>
</tr>
<tr>
<td>Cost / income ratio (%)</td>
<td>82.1*</td>
<td>81.9*</td>
<td>82.7*</td>
</tr>
</tbody>
</table>

**Resources**

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>Common equity tier 1 capital</td>
<td>35,280</td>
<td>34,608</td>
<td>34,100*</td>
</tr>
<tr>
<td>Common equity tier 1 capital ratio (%)</td>
<td>13.7*</td>
<td>13.2*</td>
<td>14.0*</td>
</tr>
<tr>
<td>Going concern capital ratio (%)</td>
<td>18.3*</td>
<td>16.1*</td>
<td>15.6*</td>
</tr>
<tr>
<td>Total loss-absorbing capacity ratio (%)</td>
<td>33.9*</td>
<td>31.3*</td>
<td>31.4*</td>
</tr>
<tr>
<td>Leverage ratio denominator</td>
<td>911,232*</td>
<td>904,458*</td>
<td>910,133*</td>
</tr>
<tr>
<td>Common equity tier 1 leverage ratio (%)</td>
<td>3.87*</td>
<td>3.83*</td>
<td>3.75*</td>
</tr>
<tr>
<td>Going concern leverage ratio (%)</td>
<td>5.2*</td>
<td>4.7*</td>
<td>4.2*</td>
</tr>
<tr>
<td>Total loss-absorbing capacity leverage ratio (%)</td>
<td>9.6*</td>
<td>9.1*</td>
<td>8.4*</td>
</tr>
</tbody>
</table>

**Other**

<table>
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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Invested assets (USD billion)</td>
<td>3,607</td>
<td>3,101</td>
<td>3,262</td>
</tr>
<tr>
<td>Personnel (full-time equivalents)</td>
<td>47,005*</td>
<td>47,643*</td>
<td>46,009*</td>
</tr>
</tbody>
</table>

Notes:

* unaudited

1 Effective 1 January 2019, UBS AG refined the presentation of dividend income and expense. This resulted in a reclassification of dividends from Interest income (expense) from financial instruments measured at fair value through profit or loss into Other net income from financial instruments measured at fair value through profit or loss (prior to 1 January 2019: Other net income from fair value changes on financial instruments). Net Interest Income and Other net income from financial instruments measured at fair value through profit or loss for prior-year comparative was restated accordingly.

2 Balance sheet information for year ended 31 December 2017 is derived from the Annual Report 2018.

3 Calculated as net profit attributable to shareholders (annualized as applicable) divided by average equity attributable to shareholders. This measure provides information about the profitability of the business in relation to equity.

4 Calculated as net profit attributable to shareholders (annualized as applicable) divided by average equity attributable to shareholders less average goodwill and intangible assets. Effective 1 January 2019, the definition of the numerator for return on tangible equity has been revised to align it with the numerators for return on equity and return on CET1 capital; i.e., it is no longer adjusted for amortization and impairment of goodwill and intangible assets. Prior periods have been restated. This measure provides information about the profitability of the business in relation to tangible equity.

5 Calculated as net profit attributable to shareholders (annualized as applicable) divided by average common equity tier 1 capital. This measure provides information about the profitability of the business in relation to common equity tier 1 capital.
Calculated as operating income before credit loss expense or recovery (annualized as applicable) divided by average risk-weighted assets. This measure provides information about the revenues of the business in relation to risk-weighted assets.

Calculated as operating income before credit loss expense or recovery (annualized as applicable) divided by average leverage ratio denominator. This measure provides information about the revenues of the business in relation to leverage ratio denominator.

Calculated as operating expenses divided by operating income before credit loss expense or recovery. This measure provides information about the efficiency of the business by comparing operating expenses with gross income.

Calculated as change in net profit attributable to shareholders from continuing operations between current and comparison periods divided by net profit attributable to shareholders from continuing operations of comparison period. This measure provides information about profit growth in comparison with the prior-year period.

Based on the Swiss systemically relevant bank framework as of 1 January 2020.

The information as published in Swiss francs in the Annual Report 2017 for the period ended on 31 December 2017 (CHF 33,240 million) was audited.

Includes invested assets for Global Wealth Management, Asset Management and Personal & Corporate Banking. Calculated as the sum of managed fund assets, managed institutional assets, discretionary and advisory wealth management portfolios, fiduciary deposits, time deposits, savings accounts, and wealth management securities or brokerage accounts. This measure provides information about the volume of client assets managed by or deposited with UBS for investment purposes.

3.4.2. Business and strategic developments

In January 2020, UBS announced that it has agreed to sell a majority stake (51.2%) in UBS Fondcenter to Clearstream, Deutsche Börse Group’s post-trade services provider. The sale is expected to close in the second half of 2020, subject to customary closing conditions. UBS will retain a minority (48.8%) shareholding in the business and will enter into an agreement under which it may sell its remaining shareholding to Clearstream at a later date. As part of the transaction, UBS and Clearstream will enter into long-term commercial cooperation arrangements for the provision of services to UBS's Global Wealth Management, Asset Management and the Corporate and Institutional Clients unit of Personal & Corporate Banking. UBS expects to record a post-tax gain of around USD 600 million and an increase in CET1 capital of around USD 400 million upon closing the transaction. UBS will deconsolidate UBS Fondcenter and account for minority interest as an investment in an associate.

3.4.3. Accounting, regulatory, legal and other developments

US Regulation Best Interest

The SEC has adopted rules and interpretations intended to enhance customer protection of retail investors. The effective date of these new provisions will be 30 June 2020. The new rules are intended to align the legal requirements and mandated disclosures for broker-dealers and investment advisers with reasonable investor expectations, while preserving access, in terms of choice and cost, to a variety of investment services and products. Regulation Best Interest elevates the standard of care for broker-dealers from the current "suitability" requirement to a newly defined "best interest" standard, which applies to any securities transaction or investment strategy involving securities offered to a retail customer and makes clear that a broker-dealer may not put its financial interests ahead of the interests of a retail customer when making recommendations. The regulation also creates new disclosure requirements and additional compliance program requirements. Implementation of these changes will require operational and supervisory changes for UBS's US broker-dealers.

US Securities and Exchange Commission adopts US security-based swaps regulations

In 2019, the SEC adopted a number of rules and rule amendments for security-based swap dealers ("SBSDs"), including: (i) capital, margin and segregation requirements; (ii) record-keeping, reporting and notification requirements; and (iii) the application of risk mitigation techniques to uncleared portfolios of security-based swaps. In December 2019, the SEC also adopted rules and interpretations (effective 6 April 2020) intended to expand and improve the framework for regulating cross-border security-based swaps. The
Saturday, 26th December 2020

December 2019 rules address registration requirements for foreign SBSDs, including guidance on the process for obtaining substituted compliance for non-US SBSDs. UBS expects that UBS AG will be required to register as an SBSD. The date for security-based swap entities to register with the SEC, and to comply with other securities-based swaps regulations (including margin, capital, segregation, record-keeping and reporting, and business conduct requirements), is 6 October 2021.

**Basel III implementation across jurisdictions**

In Switzerland, the technical work on implementation of the Basel III rules finalized in 2017 started in the second half of 2019, led by the Swiss Federal Department of Finance and FINMA. However, none of the proposals have been made public so far. The European Commission (the “EC”) consulted on the EU’s approach to the implementation of the remaining elements of Basel III (including the market risk framework, the standardized approach to credit risk, operational risk and the output floor). The EC is expected to publish legislative proposals by June 2020. UBS's EU entities, principally UBS Europe SE, will be in scope of the EU requirements. US regulators have not yet proposed rules regarding the implementation of the remaining elements of Basel III. Regulators in jurisdictions relevant to UBS are committed to meeting the BCBS implementation timeline for final Basel III rules as of 1 January 2022. However, UBS expects the effective dates to be later due to transition periods.

**Developments related to the transition away from IBORs**

Liquidity and activity in ARRs continue to develop in markets around the world, with work progressing to resolve certain issues associated with transitioning away from IBORs. Regulatory authorities continue to focus on transitioning to ARRs by the end of 2021. In June 2019, the SNB introduced the SNB policy rate, which replaces the previously used target range for the three-month CHF LIBOR. The SNB policy rate signals the interest rate level for secured short-term money market rates, with a focus on the Swiss Average Rate Overnight ("SARON"). The introduction of the SNB policy rate is also intended to foster an early transition to SARON. The Financial Conduct Authority and Bank of England encourage switches from LIBOR to the Sterling Overnight Index Average ("SONIA") for sterling interest rate swaps from the first quarter of 2020. In addition, banks need to target a stopping point with regard to the issuance of cash products linked to sterling LIBOR by the end of the third quarter of 2020 and a significant reduction of the number of existing contracts in circulation that reference the rate. The European Central Bank published the euro short-term rate (€STR), the ARR for EUR markets, for the first time in October 2019.

Liquidity in the US Secured Overnight Financing Rate ("SOFR") is still developing and is concentrated among a few issuers, primarily government-sponsored enterprises. SOFR averages are expected to be published beginning in the first half of 2020. The US Commodity Futures Trading Commission ("CFTC") has issued no-action letters that provide relief and ensure that market participants are not penalized as they transition from LIBOR to ARRs.

UBS has a substantial number of contracts linked to IBORs. ARRs do not currently provide a term structure, which will require a change in the contractual terms of products currently indexed on terms other than overnight. UBS has established a cross-divisional, cross-regional governance structure and change program to address the scale and complexity of the transition.

Refer to the "Regulatory and legal developments" in the "Our strategy, business model and environment" section of the Annual Report 2019 for further information on key accounting, regulatory and legal developments.

**3.5 Trend Information**

As indicated in the Annual Report 2019, UBS expects continued sub-trend growth in the coming year, and the global economy to continue expanding at about the same pace as in 2019. Consumer
spending has remained robust in much of the world, especially in the US, where it is supported by a vibrant job market. The year ended with news of a "Phase 1" trade deal between the US and China, along with indications that tensions between the two powers may lessen. Not only did the agreement withdraw planned tariff increases and reverse some existing tariffs, it also moved negotiations forward in other areas of contention, such as intellectual property protection and US access to China’s financial services market. While this truce could be fragile and the US–China rivalry is not about to end anytime soon, the deal appears to reduce the risks to the global economy and business investment. The UK left the European Union on 31 January 2020 and has entered a transition period in which the UK now faces a race to conclude talks on a trade deal with the EU ahead of the end of its transition period on 31 December 2020. The next major political focus for markets will be the US election in November, which could generate higher volatility and affect key US sectors, such as technology, energy, finance and health care. Against a backdrop of sluggish growth and continued political risk, UBS believes central banks will be in no rush to raise rates. UBS does not expect the US Federal Reserve to increase rates in the coming year, barring an unexpected shift in the trajectory of the economic data. Rates are unlikely to rise again until 2021. UBS expects the ECB to cut rates to negative 0.6%, with the Swiss National Bank maintaining rates at a negative 0.75%.

The outbreak of novel Coronavirus or Covid-19 in China and its subsequent spread worldwide has significantly increased risk within the global economy and investor uncertainty. In addition, substantial deterioration in oil prices may have additional effects on the economy and certain sectors. As a result equity markets have experienced significant declines, market volatility has substantially increased and some markets have experienced disruptions in orderly function. In the short-term UBS may benefit from higher transaction volumes and increased volatility, although continuation of these trends is uncertain. Looking forward lower asset prices would adversely affect invested assets with a consequent effect on recurring fee income, and lower interest rates will reduce net interest income. The outbreak of Covid-19 and the measures being taken globally to reduce the peak of the resulting pandemic will likely have a significant adverse effect on global economic activity, including in China, the United States and Europe. In addition, these factors are likely to have an adverse effect on the credit profile of some of UBS's clients and other market participants, which may result in an increase in expected credit loss expense and credit impairments.

Refer to "Our environment" and "Risk factors" in the "Our strategy, business model and environment" section of the Annual Report 2019 for more information.

4. Administrative, Management and Supervisory Bodies of UBS AG

UBS AG complies with all relevant Swiss legal and regulatory corporate governance requirements. As a foreign private issuer with debt securities listed on the New York Stock Exchange ("NYSE"), UBS AG also complies with the relevant NYSE corporate governance standards applicable to foreign private issuers.

UBS AG operates under a strict dual board structure, as mandated by Swiss banking law. The Board of Directors ("BoD") exercises the ultimate supervision over management, whereas the Executive Board ("EB"), headed by the President of the Executive Board ("President of the EB"), has executive management responsibility. The functions of Chairman of the BoD and President of the EB are assigned to two different people, ensuring a separation of power. This structure establishes checks and balances and preserves the institutional independence of the BoD from the day-to-day management of UBS AG, for which responsibility is delegated to the EB under the leadership of the President of the EB. No member of one board may simultaneously be a member of the other.

Supervision and control of the EB remain with the BoD. The authorities and responsibilities of the two bodies are governed by the Articles of Association and the Organization Regulations of UBS AG with their annexes.

4.1 Board of Directors

The BoD consists of at least five and no more than twelve members. All the members of the BoD are elected individually by the Annual General Meeting of Shareholders ("AGM") for a term of
office of one year, which expires after the completion of the next AGM. Shareholders also elect the Chairman upon proposal of the BoD.

The BoD meets as often as business requires, and at least six times a year.

4.1.1. Members of the Board of Directors

The current members of the BoD are listed below. In addition, the BoD announced it will nominate Nathalie Rachou and Mark Hughes for election to the BoD at the next annual general meeting, and David Sidwell and Isabelle Romy are not standing for re-election.

<table>
<thead>
<tr>
<th>Member and business address</th>
<th>Title</th>
<th>Term of office</th>
<th>Current principal activities outside UBS AG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Axel A. Weber, UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Chairman</td>
<td>2020</td>
<td>Chairman of the Board of Directors of UBS Group AG; board member of the Swiss Bankers Association; Trustees Board member of Avenir Suisse; board member of the Swiss Finance Council; Chairman of the board of the Institute of International Finance; member of the European Financial Services Round Table; member of the European Banking Group; member of the International Advisory Councils of the China Banking and Insurance Regulatory Commission and the China Securities Regulatory Commission; member of the International Advisory Panel, Monetary Authority of Singapore; member of the Group of Thirty, Washington, D.C.; Chairman of the Board of Trustees of DIW Berlin; Advisory Board member of the Department of Economics, University of Zurich; member of the Trilateral Commission.</td>
</tr>
<tr>
<td>David Sidwell, UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Vice Chairman</td>
<td>2020</td>
<td>Vice Chairman and Senior Independent Director of the Board of Directors of UBS Group AG; Senior Advisor at Oliver Wyman, New York; board member of the board of Chubb Limited; board member of GAVI Alliance; member of the Board of Village Care, New York.</td>
</tr>
<tr>
<td>Jeremy Anderson, UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; board member of Prudential plc; trustee of the UK's Productivity Leadership Group; trustee of Kingham Hill Trust; trustee of St. Helen Bishopsgate.</td>
</tr>
<tr>
<td>William C. Dudley, UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; senior research scholar at the Griswold Center for Economic Policy Studies at Princeton University; member of the Board of Treliant LLC; member of the Group of Thirty; member of the Council on Foreign Relations; member of the Bretton Woods Committee's Advisory Council.</td>
</tr>
<tr>
<td>Member and business address</td>
<td>Title</td>
<td>Term of office</td>
<td>Current principal activities outside UBS AG</td>
</tr>
<tr>
<td>----------------------------</td>
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<td>--------------------------------------------</td>
</tr>
<tr>
<td>Reto Francioni UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; professor at the University of Basel; board member of Coca-Cola HBC AG (Senior Independent Non-Executive Director, chair of the nomination committee); Chairman of the board of Swiss International Air Lines AG; board member of MedTech Innovation Partners AG; executive director and member of my TAMAR GmBH.</td>
</tr>
<tr>
<td>Fred Hu UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; non-executive chairman of the board of Yum China Holdings (chair of the nomination and governance committee); board member of Industrial and Commercial Bank of China; board member of Hong Kong Exchanges and Clearing Ltd.; founder and chairman of Primavera Capital Group; board member of China Asset Management; board member of Minsheng Financial Leasing Co.; trustee of the China Medical Board; Governor of the Chinese International School in Hong Kong; co-chairman of the Nature Conservancy Asia Pacific Council; director and member of the Executive Committee of China Venture Capital and Private Equity Association Ltd.; Global Advisory Board member of the Council on Foreign Relations.</td>
</tr>
<tr>
<td>Julie G. Richardson UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; member of the board of Yext (chair of the audit committee); member of the board of Vereit, Inc. (chair of the compensation committee); member of the board of Datalog (chair of the audit committee); member of the board of The Hartford Financial Services Group, Inc. (resignation effective 1 April 2020).</td>
</tr>
<tr>
<td>Isabelle Romy UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; partner and board member at Froiep Legal AG; professor at the University of Fribourg and at the Federal Institute of Technology, Lausanne; chair of the board of Central Real Estate Holding AG; chair of the board of Central Real Estate Basel AG; Vice Chairman of the Sanction Commission of the SIX Swiss Exchange; member of the Fundraising Committee of the Swiss National Committee for UNICEF; Supervisory Board member of the CAS program Financial Regulation of the</td>
</tr>
<tr>
<td>Member and business address</td>
<td>Title</td>
<td>Term of office</td>
<td>Current principal activities outside UBS AG</td>
</tr>
<tr>
<td>-----------------------------</td>
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<td>--------------------------------------------</td>
</tr>
<tr>
<td>Robert W. Scully UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; member of the board of Chubb Limited (chair of the audit committee); member of the board of Zoetis, Inc.; member of the board of KKR &amp; Co. Inc.; member of the board of Teach For All.</td>
</tr>
<tr>
<td>Beatrice Weder di Mauro UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; professor of international economics at the Graduate Institute Geneva (IHEID); president of the Centre for Economic Policy Research in London; Research Professor and Distinguished Fellow at INSEAD in Singapore; Supervisory Board member of Robert Bosch GmbH; board member of Bombardier Inc.; member of the Foundation Board of the International Center for Monetary and Banking Studies (ICMB).</td>
</tr>
<tr>
<td>Dieter Wemmer UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; board member of Ørsted A/S (chair of the audit and risk committee); member of the Berlin Center of Corporate Governance.</td>
</tr>
<tr>
<td>Jeanette Wong UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Member</td>
<td>2020</td>
<td>Member of the Board of Directors of UBS Group AG; board member of Essilor International and EssilorLuxottica; board member of Jurong Town Corporation; board member of PSA International; board member of FFMC Holdings Pte. Ltd.; board member of Fullerton Fund Management Company Ltd.; member of the NUS Business School Management Advisory Board; member of the Global Advisory Board, Asia, University of Chicago Booth School of Business; member of the Securities Industry Council.</td>
</tr>
</tbody>
</table>

4.1.2. Organisational principles and structure

Following each AGM, the BoD meets to appoint one or more Vice Chairmen, BoD committee members, and their respective Chairpersons. At the same meeting, the BoD appoints a Company Secretary, who acts as secretary to the BoD and its committees.

The BoD permanent committees comprise the Audit Committee, the Compensation Committee and the Risk Committee. The BoD may set up other committees, including so-called ad hoc committees, if it deems such other committees appropriate or necessary, such as the Special Committee and the Strategy Committee.
4.1.3. Audit Committee

The Audit Committee ("AC") consists of five BoD members, all of whom were determined by the BoD to be fully independent. As a group, members of the Audit Committee must have the necessary qualifications and skills to perform all of their duties and together must possess financial literacy and experience in banking and risk management.

The AC itself does not perform audits, but oversees the work of the external auditors who in turn are responsible for auditing UBS AG’s annual financial statements and for reviewing the quarterly financial statements.

The function of the AC is to support the Board in fulfilling its oversight duty relating to financial reporting and internal controls over financial reporting, the effectiveness of the external and internal audit functions as well as of whistleblowing procedures. Management is responsible for the preparation, presentation and integrity of the financial statements, while the external auditors are responsible for auditing financial statements. The AC’s responsibility is one of oversight and review.

In particular, the AC monitors the integrity of the financial statements and any announcements related to financial performance, and reviews significant financial reporting judgments contained in them, before recommending their approval to the BoD or proposing any adjustments the AC considers appropriate.

The AC oversees the relationship with and assesses the qualifications, expertise, effectiveness, independence and performance of the external auditors and their lead audit partner, and supports the BoD in reaching a decision in relation to the appointment, reappointment or dismissal of the external auditors and to the rotation of the lead audit partner. The BoD then submits these proposals to the shareholders for approval at the AGM.

The members of the AC are Jeremy Anderson (Chairperson), Isabelle Romy, Beatrice Weder di Mauro, Dieter Wemmer and Jeanette Wong.

4.2 Executive Board ("EB")

Under the leadership of the President of the EB, the EB has executive management responsibility for UBS AG and its business. All EB members (with the exception of the President of the EB) are proposed by the President of the EB. The appointments are made by the BoD.

4.2.1. Members of the Executive Board

The current members of the EB are listed below. In addition, UBS announced Ralph Hamers will join the EB as of 1 September 2020 and will succeed Sergio P. Ermotti as President of the EB effective 1 November 2020.

<table>
<thead>
<tr>
<th>Member and business address</th>
<th>Function</th>
<th>Current principal activities outside UBS AG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergio P. Ermotti</td>
<td>President of the Executive Board</td>
<td>Member of the Group Executive Board and Group Chief Executive Officer of UBS Group AG; board member of UBS Switzerland AG; Chairman of the UBS Optimus Foundation board; Chairman of the Fondazione Ermotti, Lugano; board member of the Swiss-American Chamber of Commerce; board member of the Global Apprenticeship Network; member of the Institut International D'Etudes Bancaires; member of the Said Business School Global Leadership Council, University of Oxford.</td>
</tr>
<tr>
<td>UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member and business address</td>
<td>Function</td>
<td>Current principal activities outside UBS AG</td>
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</tr>
<tr>
<td>Christian Bluhm UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Chief Risk Officer</td>
<td>Member of the Group Executive Board and Group Chief Risk Officer of UBS Group AG; board member of UBS Switzerland AG; chairman of the Foundation Board – International Financial Risk Institute.</td>
</tr>
<tr>
<td>Markus U. Diethelm UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>General Counsel</td>
<td>Member of the Group Executive Board and Group General Counsel of UBS Group AG; chairman of the Swiss-American Chamber of Commerce's legal committee; Chairman of the Swiss Advisory Council of the American Swiss Foundation; member of the Foundation Council of the UBS International Center of Economics in Society; member of the Supervisory Board of the Fonds de Dotation LUMA / Arles.</td>
</tr>
<tr>
<td>Kirt Gardner UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Chief Financial Officer</td>
<td>Member of the Group Executive Board and Group Chief Financial Officer of UBS Group AG; board member of UBS Business Solutions AG.</td>
</tr>
<tr>
<td>Suni Harford UBS AG, 1285 Avenue of the Americas, New York, NY 10019 USA</td>
<td>President Asset Management</td>
<td>Member of the Executive Board, President Asset Management of UBS Group AG; chairman of the Board of Directors of UBS Asset Management AG; member of the Leadership Council of the Bob Woodruff Foundation; member of the Board of UBS Optimus Foundation.</td>
</tr>
<tr>
<td>Robert Karošky UBS AG, 1285 Avenue of the Americas, New York, NY 10019, USA</td>
<td>Co-President Investment Bank</td>
<td>Member of the Group Executive Board and co-President Investment Bank of UBS Group AG; president and board member of UBS Securities LLC; trustee of the UBS Americas Inc. Political Action Committee.</td>
</tr>
<tr>
<td>Sabine Keller-Busse UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Chief Operating Officer and President UBS Europe, Middle East and Africa</td>
<td>Member of the Group Executive Board, Group Chief Operating Officer and President UBS Europe, Middle East and Africa of UBS Group AG; member of the Supervisory Board of UBS Europe SE; board member of UBS Business Solutions AG; vice-chairman of the Board of Directors of SIX Group (Chairman of the nomination &amp; compensation committee); Foundation Board member of the UBS Pension Fund; board member of the University Hospital Zurich Foundation.</td>
</tr>
<tr>
<td>Iqbal Khan UBS AG, Bahnhofstrasse 45, CH-8001 Zurich</td>
<td>Co-President Global Wealth Management</td>
<td>Member of the Executive Board and co-President Global Wealth Management of UBS Group AG; board member of Room To Read Switzerland.</td>
</tr>
<tr>
<td>Edmund Koh UBS AG, One Raffles Quay North Tower, Singapore 048583</td>
<td>President UBS Asia Pacific</td>
<td>Member of the Group Executive Board and President UBS Asia Pacific of UBS Group AG; member of the Wealth Management Institute at Nanyang Technological University, Singapore; member of the Singapore Ministry of Finance's Committee on the Future Economy Sub-Committees;</td>
</tr>
</tbody>
</table>
### Potential Conflicts of Interest

Members of the BoD and the EB may act as directors or executive officers of other companies (for current principal positions outside UBS AG, if any, of BoD and EB members, please see sections 4.1.1 and 4.2.1 above, respectively) and may have economic or other private interests that differ from those of UBS AG. Conflicts of interest may potentially arise from these positions or interests. For example, it cannot be excluded that a member of the BoD or EB has or will have a function within a company, the shares of which are or will be traded by UBS AG or which has or will have a business relationship with UBS AG. UBS AG is confident that its internal corporate governance practices and its compliance with relevant legal and regulatory provisions reasonably ensure that any conflicts of interest of the type described above are appropriately managed, including through disclosure when appropriate.

Other than as indicated above, UBS is not aware of potential conflicts of interests between any duties to the Issuer of the members of the BoD and the EB and their private interests or other duties.

### Auditors

Based on article 31 of the Articles of Association, UBS AG shareholders elect the auditors for a term of office of one year. At the AGMs of 2 March 2017, 26 April 2018 and 18 April 2019, Ernst & Young Ltd, Aeschengraben 9, CH-4002 Basel ("Ernst & Young") was elected as auditor for the consolidated and standalone financial statements of UBS AG for a one-year term.

Ernst & Young is a member of EXPERTsuisse, the Swiss Expert Association for Audit, Tax and Fiduciary.

### Major Shareholders of UBS AG

UBS Group AG owns 100% of the outstanding shares of UBS AG. UBS AG is a wholly owned subsidiary of UBS Group AG. While UBS has no specific corporate measures intended to prevent
abuse of control to the detriment of minority shareholders, UBS has adopted a comprehensive and integrated governance framework which takes into account the specific requirements of each relevant jurisdiction. This governance framework includes separate articles of association and organizational regulations for UBS Group AG and UBS AG. In addition, as UBS AG is regulated as a bank in Switzerland, it is subject to capital regulation and close supervisory oversight. This includes the general requirement under Swiss law that contracts of UBS AG with affiliates are subject to an arm's length principle of negotiation.

7. Financial Information concerning UBS AG's Assets and Liabilities, Financial Position and Profits and Losses

7.1 Historical Annual Financial Information

Detailed information about UBS AG consolidated and UBS AG assets and liabilities, financial position and profits and losses for financial year 2019 is available in the section "UBS AG consolidated financial statements" of the Annual Report 2019 and in the Standalone Financial Statements 2019, respectively; and for financial year 2018 it is available in the "UBS AG consolidated financial statements" section of the Annual Report 2018 and in the Standalone Financial Statements 2018. The consolidated and standalone financial accounts are closed on 31 December of each year.

The annual financial reports form an essential part of UBS AG's reporting. They include the audited consolidated financial statements of UBS AG, prepared in accordance with IFRS, as issued by the International Accounting Standards Board. The annual reports also include discussions and analysis of the consolidated financial and business results of UBS, its business divisions and the Corporate Center. In addition, UBS AG prepares and publishes standalone financial statements in accordance with Swiss GAAP, as well as certain additional disclosures required under US Securities and Exchange Commission regulations.

7.2 Auditing of Historical Annual Financial Information

The consolidated financial statements and the standalone financial statements of UBS AG for financial years 2019 and 2018 were audited by Ernst & Young. The reports of the auditors on the consolidated financial statements can be found on pages 487-497 (inclusive) of the Annual Report 2019 and on pages 514-523 (inclusive) of the Annual Report 2018. The reports of the auditors on the standalone financial statements of UBS AG can be found on pages 30-33 (inclusive) of the Standalone Financial Statements 2019 and on pages 29-33 (inclusive) of the Standalone Financial Statements 2018.

There are no qualifications in the auditors' reports on the consolidated financial statements of UBS AG and the Standalone Financial Statements 2019 and Standalone Financial Statements 2018, which are incorporated by reference into this document.

7.3 Incorporation by Reference


7.4 Litigation, Regulatory and Similar Matters

UBS operates in a legal and regulatory environment that exposes it to significant litigation and similar risks arising from disputes and regulatory proceedings. As a result, UBS (which for purposes of this section may refer to UBS AG and/or one or more of its subsidiaries, as applicable) is involved in various disputes and legal proceedings, including litigation, arbitration, and regulatory and criminal investigations.

Such matters are subject to many uncertainties, and the outcome and the timing of resolution are often difficult to predict, particularly in the earlier stages of a case. There are also situations where UBS may enter into a settlement agreement. This may occur in order to avoid the expense, management distraction or reputational implications of continuing to contest liability, even for those matters for which UBS believes it should be exonerated. The uncertainties inherent in all
such matters affect the amount and timing of any potential outflows for both matters with respect to which provisions have been established and other contingent liabilities. UBS makes provisions for such matters brought against it when, in the opinion of management after seeking legal advice, it is more likely than not that UBS has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required, and the amount can be reliably estimated. Where these factors are otherwise satisfied, a provision may be established for claims that have not yet been asserted against UBS, but are nevertheless expected to be, based on UBS's experience with similar asserted claims. If any of those conditions is not met, such matters result in contingent liabilities. If the amount of an obligation cannot be reliably estimated, a liability exists that is not recognized even if an outflow of resources is probable. Accordingly, no provision is established even if the potential outflow of resources with respect to such matters could be significant. Developments relating to a matter that occur after the relevant reporting period, but prior to the issuance of financial statements, which affect management's assessment of the provision for such matter (because, for example, the developments provide evidence of conditions that existed at the end of the reporting period), are adjusting events after the reporting period under IAS 10 and must be recognized in the financial statements for the reporting period.

Specific litigation, regulatory and other matters are described below, including all such matters that management considers to be material and others that management believes to be of significance due to potential financial, reputational and other effects. The amount of damages claimed, the size of a transaction or other information is provided where available and appropriate in order to assist users in considering the magnitude of potential exposures.

In the case of certain matters below, UBS states that it has established a provision, and for the other matters, it makes no such statement. When UBS makes this statement and it expects disclosure of the amount of a provision to prejudice seriously its position with other parties in the matter because it would reveal what UBS believes to be the probable and reliably estimable outflow, UBS does not disclose that amount. In some cases UBS is subject to confidentiality obligations that preclude such disclosure. With respect to the matters for which UBS does not state whether it has established a provision, either (a) it has not established a provision, in which case the matter is treated as a contingent liability under the applicable accounting standard; or (b) it has established a provision but expects disclosure of that fact to prejudice seriously its position with other parties in the matter because it would reveal the fact that UBS believes an outflow of resources to be probable and reliably estimable.

With respect to certain litigation, regulatory and similar matters for which UBS has established provisions, UBS is able to estimate the expected timing of outflows. However, the aggregate amount of the expected outflows for those matters for which it is able to estimate expected timing is immaterial relative to its current and expected levels of liquidity over the relevant time periods.

The aggregate amount provisioned for litigation, regulatory and similar matters as a class is disclosed in "Note 21a Provisions" of UBS AG's consolidated financial statements included in the Annual Report 2019. It is not practicable to provide an aggregate estimate of liability for UBS's litigation, regulatory and similar matters as a class of contingent liabilities. Doing so would require UBS to provide speculative legal assessments as to claims and proceedings that involve unique fact patterns or novel legal theories, that have not yet been initiated or are at early stages of adjudication, or as to which alleged damages have not been quantified by the claimants. Although it therefore cannot provide a numerical estimate of the future losses that could arise from litigation, regulatory and similar matters, UBS believes that the aggregate amount of possible future losses from this class that are more than remote substantially exceeds the level of current provisions. Litigation, regulatory and similar matters may also result in non-monetary penalties and consequences. For example, the non-prosecution agreement described in item 5 of this section, which UBS entered into with the US Department of Justice ("DOJ"), Criminal Division, Fraud Section in connection with UBS's submissions of benchmark interest rates, including, among others, the British Bankers' Association London Interbank Offered Rate ("LIBOR"), was terminated by the DOJ based on its determination that UBS had committed a US crime in relation to foreign exchange matters. As a consequence, UBS AG pleaded guilty to one count of wire fraud for conduct in the LIBOR matter, paid a fine and was subject to probation, which ended in early January 2020.
A guilty plea to, or conviction of, a crime could have material consequences for UBS. Resolution of regulatory proceedings may require UBS to obtain waivers of regulatory disqualifications to maintain certain operations, may entitle regulatory authorities to limit, suspend or terminate licenses and regulatory authorizations and may permit financial market utilities to limit, suspend or terminate UBS's participation in such utilities. Failure to obtain such waivers, or any limitation, suspension or termination of licenses, authorizations or participations, could have material consequences for UBS.

The risk of loss associated with litigation, regulatory and similar matters is a component of operational risk for purposes of determining UBS's capital requirements. Information concerning UBS's capital requirements and the calculation of operational risk for this purpose is included in the "Capital management" section of the Annual Report 2019.

Provisions for litigation, regulatory and similar matters by business division and in Corporate Center

<table>
<thead>
<tr>
<th>USD million</th>
<th>Global Wealth Management</th>
<th>Personal &amp; Corporate Banking</th>
<th>Asset Management</th>
<th>Investment Bank</th>
<th>Corporate Center</th>
<th>Total 2019</th>
<th>Total 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at the beginning of the year</td>
<td>1,003</td>
<td>117</td>
<td>0</td>
<td>269</td>
<td>1,438</td>
<td>2,827</td>
<td>2,508</td>
</tr>
<tr>
<td>Increase in provisions recognized in the income statement</td>
<td>188</td>
<td>1</td>
<td>0</td>
<td>60</td>
<td>10</td>
<td>258</td>
<td>905</td>
</tr>
<tr>
<td>Release of provisions recognized in the income statement</td>
<td>(49)</td>
<td>0</td>
<td>0</td>
<td>(6)</td>
<td>(27)</td>
<td>(81)</td>
<td>(220)</td>
</tr>
<tr>
<td>Provisions used in conformity with designated purpose</td>
<td>(350)</td>
<td>(4)</td>
<td>0</td>
<td>(66)</td>
<td>(97)</td>
<td>(518)</td>
<td>(350)</td>
</tr>
<tr>
<td>Foreign currency translation / unwind of discount</td>
<td>(10)</td>
<td>(1)</td>
<td>0</td>
<td>(2)</td>
<td>0</td>
<td>(12)</td>
<td>(16)</td>
</tr>
<tr>
<td>Balance at the end of the year</td>
<td>782</td>
<td>113</td>
<td>0</td>
<td>255</td>
<td>1,325</td>
<td>2,475</td>
<td>2,827</td>
</tr>
</tbody>
</table>

1. **Inquiries regarding cross-border wealth management businesses**

Tax and regulatory authorities in a number of countries have made inquiries, served requests for information or examined employees located in their respective jurisdictions relating to the cross-border wealth management services provided by UBS and other financial institutions. It is possible that the implementation of automatic tax information exchange and other measures relating to cross-border provision of financial services could give rise to further inquiries in the future. UBS has received disclosure orders from the Swiss Federal Tax Administration ("FTA") to transfer information based on requests for international administrative assistance in tax matters. The requests concern a number of UBS account numbers pertaining to current and former clients and are based on data from 2006 and 2008. UBS has taken steps to inform affected clients about the administrative assistance proceedings and their procedural rights, including the right to appeal. The requests are based on data received from the German authorities, who seized certain data related to UBS clients booked in Switzerland during their investigations and have apparently shared this data with other European countries. UBS expects additional countries to file similar requests.

The Swiss Federal Administrative Court ruled in 2016 that, in the administrative assistance proceedings related to a French bulk request, UBS has the right to appeal all final FTA client data disclosure orders. On 30 July 2018, the Swiss Federal Administrative Court granted UBS's appeal by holding the French administrative assistance request inadmissible. The FTA filed a final appeal with the Swiss Federal Supreme Court. On 26 July 2019, the Supreme Court reversed the decision of the Federal Administrative Court. In December 2019, the court released its written decision. The decision requires the FTA to obtain confirmation from the French authorities that transmitted data will be used only for the purposes stated in their request before transmitting any data. The stated purpose of the original request was to obtain information relating to taxes owed by account holders. Accordingly, any information transferred to the French authorities must not be passed to criminal authorities or used in connection with the ongoing case against UBS discussed in this item.

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3 Provisions, if any, for the matters described in this section are recorded in Global Wealth Management (items 3, 4 and 7) and Corporate Center (item 2). Provisions, if any, for the matters described in items 1 and 6 of this section are allocated between Global Wealth Management and Personal & Corporate Banking, and provisions, if any, for the matters described in this section in item 5 are allocated between the Investment Bank and Corporate Center.
Since 2013, UBS (France) S.A., UBS AG and certain former employees have been under investigation in France for alleged complicity in unlawful solicitation of clients on French territory, regarding the laundering of proceeds of tax fraud, and banking and financial solicitation by unauthorized persons. In connection with this investigation, the investigating judges ordered UBS AG to provide bail ("caution") of EUR 1.1 billion and UBS (France) S.A. to post bail of EUR 40 million, which was reduced on appeal to EUR 10 million.

A trial in the court of first instance took place from 8 October 2018 until 15 November 2018. On 20 February 2019, the court announced a verdict finding UBS AG guilty of unlawful solicitation of clients on French territory and aggravated laundering of the proceeds of tax fraud, and UBS (France) S.A. guilty of aiding and abetting unlawful solicitation and laundering the proceeds of tax fraud. The court imposed fines aggregating EUR 3.7 billion on UBS AG and UBS (France) S.A. and awarded EUR 800 million of civil damages to the French state. UBS has appealed the decision. Under French law, the judgment is suspended while the appeal is pending. The trial in the Court of Appeal is scheduled for June 2020. The Court of Appeal will retry the case de novo as to both the law and the facts, and the fines and penalties can be greater than or less than those imposed by the court of first instance. A subsequent appeal to the Cour de Cassation, France's highest court, is possible with respect to questions of law.

UBS believes that based on both the law and the facts the judgment of the court of first instance should be reversed. UBS believes it followed its obligations under Swiss and French law as well as the European Savings Tax Directive. Even assuming liability, which it contests, UBS believes the penalties and damage amounts awarded greatly exceed the amounts that could be supported by the law and the facts. In particular, UBS believes the court incorrectly based the penalty on the total regularized assets rather than on any unpaid taxes on those assets for which a fraud has been characterized and further incorrectly awarded damages based on costs that were not proven by the civil party. Notwithstanding that UBS believes it should be acquitted, UBS's balance sheet at 31 December 2019 reflected provisions with respect to this matter in an amount of EUR 450 million (USD 505 million at 31 December 2019). The wide range of possible outcomes in this case contributes to a high degree of estimation uncertainty. The provision reflected on UBS's balance sheet at 31 December 2019 reflects its best estimate of possible financial implications, although it is reasonably possible that actual penalties and civil damages could exceed the provision amount.

In 2016, UBS was notified by the Belgian investigating judge that it is under formal investigation ("inculpé") regarding the laundering of proceeds of tax fraud, of banking and financial solicitation by unauthorized persons, and of serious tax fraud. In 2018, tax authorities and a prosecutor's office in Italy asserted that UBS is potentially liable for taxes and penalties as a result of its activities in Italy from 2012 to 2017. In June 2019, UBS entered into a settlement agreement with the Italian tax authorities under which it paid EUR 101 million to resolve the claims asserted by the authority related to UBS AG's potential permanent establishment in Italy. In October 2019, the Judge of Preliminary Investigations of the Milan Court approved an agreement with the Milan prosecutor under Article 63 of Italian Administrative Law 231 under which UBS AG, UBS Switzerland AG and UBS Monaco have paid an aggregate of EUR 10.3 million to resolve claims premised on the alleged inadequacy of historical internal controls. No admission of wrongdoing was required in connection with this resolution.

UBS's balance sheet at 31 December 2019 reflected provisions with respect to matters described in this item 1 in an amount that UBS believes to be appropriate under the applicable accounting standard. As in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of such matters cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provision that UBS has recognized.

2. **Claims related to sales of residential mortgage-backed securities and mortgages**

From 2002 through 2007, prior to the crisis in the US residential loan market, UBS was a substantial issuer and underwriter of US residential mortgage-backed securities ("RMBS") and was a purchaser and seller of US residential mortgages. A subsidiary of UBS, UBS Real Estate Securities Inc. ("UBS RESI"), acquired pools of residential mortgage loans from originators and (through an affiliate) deposited them into securitization trusts. In this manner, from 2004 through
2007, UBS RESI sponsored approximately USD 80 billion in RMBS, based on the original principal balances of the securities issued.

UBS RESI also sold pools of loans acquired from originators to third-party purchasers. These whole loan sales during the period 2004 through 2007 totalled approximately USD 19 billion in original principal balance.

UBS was not a significant originator of US residential loans. A branch of UBS originated approximately USD 1.5 billion in US residential mortgage loans during the period in which it was active from 2006 to 2008 and securitized less than half of these loans.

*Lawsuits related to contractual representations and warranties concerning mortgages and RMBS:* When UBS acted as an RMBS sponsor or mortgage seller, it generally made certain representations relating to the characteristics of the underlying loans. In the event of a material breach of these representations, UBS was in certain circumstances contractually obligated to repurchase the loans to which the representations related or to indemnify certain parties against losses. In 2012, certain RMBS trusts filed an action in the US District Court for the Southern District of New York seeking to enforce UBS RESI's obligation to repurchase loans in the collateral pools for three RMBS securitizations issued and underwritten by UBS with an original principal balance of approximately USD 2 billion. In July 2018, UBS and the trustee entered into an agreement under which UBS will pay USD 850 million to resolve this matter. A significant portion of this amount will be borne by other parties that indemnified UBS. In January 2020, the settlement was approved by the court. Proceedings to determine how the settlement funds will be distributed to RMBS holders are ongoing. After giving effect to this settlement, UBS considers claims relating to substantially all loan repurchase demands to be resolved and believes that new demands to repurchase US residential mortgage loans are time-barred under a decision rendered by the New York Court of Appeals.

*Mortgage-related regulatory matters:* Since 2014, the US Attorney's Office for the Eastern District of New York has sought information from UBS pursuant to the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), related to UBS's RMBS business from 2005 through 2007. On 8 November 2018, the DOJ filed a civil complaint in the District Court for the Eastern District of New York. The complaint seeks unspecified civil monetary penalties under FIRREA related to UBS's issuance, underwriting and sale of 40 RMBS transactions in 2006 and 2007. UBS moved to dismiss the civil complaint on 6 February 2019. On 10 December 2019, the district court denied UBS's motion to dismiss.

UBS's balance sheet at 31 December 2019 reflected a provision with respect to matters described in this item 2 in an amount that UBS believes to be appropriate under the applicable accounting standard. As in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of this matter cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provision that UBS has recognized.

3. **Madoff**

In relation to the Bernard L. Madoff Investment Securities LLC ("BMIS") investment fraud, UBS AG, UBS (Luxembourg) S.A. (now UBS Europe SE, Luxembourg branch) and certain other UBS subsidiaries have been subject to inquiries by a number of regulators, including FINMA and the Luxembourg Commission de Surveillance du Secteur Financier. Those inquiries concerned two third-party funds established under Luxembourg law, substantially all assets of which were with BMIS, as well as certain funds established in offshore jurisdictions with either direct or indirect exposure to BMIS. These funds faced severe losses, and the Luxembourg funds are in liquidation.

The documentation establishing both funds identifies UBS entities in various roles, including custodian, administrator, manager, distributor and promoter, and indicates that UBS employees serve as board members.

In 2009 and 2010, the liquidators of the two Luxembourg funds filed claims against UBS entities, non-UBS entities and certain individuals, including current and former UBS employees, seeking amounts totalling approximately EUR 2.1 billion, which includes amounts that the funds may be held liable to pay the trustee for the liquidation of BMIS ("BMIS Trustee").
A large number of alleged beneficiaries have filed claims against UBS entities (and non-UBS entities) for purported losses relating to the Madoff fraud. The majority of these cases have been filed in Luxembourg, where decisions that the claims in eight test cases were inadmissible have been affirmed by the Luxembourg Court of Appeal, and the Luxembourg Supreme Court has dismissed a further appeal in one of the test cases.

In the US, the BMIS Trustee filed claims against UBS entities, among others, in relation to the two Luxembourg funds and one of the offshore funds. The total amount claimed against all defendants in these actions was not less than USD 2 billion. In 2014, the US Supreme Court rejected the BMIS Trustee's motion for leave to appeal decisions dismissing all claims except those for the recovery of approximately USD 125 million of payments alleged to be fraudulent conveyances and preference payments. In 2016, the bankruptcy court dismissed these claims against the UBS entities. In February 2019, the Court of Appeals reversed the dismissal of the BMIS Trustee's remaining claims. In August 2019, the defendants, including UBS, filed a petition to the US Supreme Court requesting that it review the Court of Appeals' decision. The bankruptcy proceedings have been stayed pending a decision with respect to the defendants' petition.

4. **Puerto Rico**

Declines since 2013 in the market prices of Puerto Rico municipal bonds and of closed-end funds ("funds") that are sole-managed and co-managed by UBS Trust Company of Puerto Rico and distributed by UBS Financial Services Incorporated of Puerto Rico ("UBS PR") have led to multiple regulatory inquiries, as well as customer complaints and arbitrations with aggregate claimed damages of USD 3.4 billion, of which claims with aggregate claimed damages of USD 2.4 billion have been resolved through settlements, arbitration or withdrawal of the claim. The claims have been filed by clients in Puerto Rico who own the funds or Puerto Rico municipal bonds and/or who used their UBS account assets as collateral for UBS non-purpose loans; customer complaint and arbitration allegations include fraud, misrepresentation and unsuitability of the funds and of the loans.

A shareholder derivative action was filed in 2014 against various UBS entities and current and certain former directors of the funds, alleging hundreds of millions of US dollars in losses in the funds. In 2015, defendants' motion to dismiss was denied and a request for permission to appeal that ruling was denied by the Puerto Rico Supreme Court. In 2014, a federal class action complaint also was filed against various UBS entities, certain members of UBS PR senior management and the co-manager of certain of the funds, seeking damages for investor losses in the funds during the period from May 2008 through May 2014. Following denial of the plaintiffs' motion for class certification, the case was dismissed in October 2018.

In 2014 and 2015, UBS entered into settlements with the Office of the Commissioner of Financial Institutions for the Commonwealth of Puerto Rico, the SEC and the Financial Industry Regulatory Authority in relation to their examinations of UBS's operations.

In 2011, a purported derivative action was filed on behalf of the Employee Retirement System of the Commonwealth of Puerto Rico ("System") against over 40 defendants, including UBS PR, which was named in connection with its underwriting and consulting services. Plaintiffs alleged that defendants violated their purported fiduciary duties and contractual obligations in connection with the issuance and underwriting of USD 3 billion of bonds by the System in 2008 and sought damages of over USD 800 million. In 2016, the court granted the System's request to join the action as a plaintiff, but ordered that plaintiffs must file an amended complaint. In 2017, the court denied defendants' motion to dismiss the amended complaint.

Beginning in 2015, and continuing through 2017, certain agencies and public corporations of the Commonwealth of Puerto Rico ("Commonwealth") defaulted on certain interest payments on Puerto Rico bonds. In 2016, US federal legislation created an oversight board with power to oversee Puerto Rico's finances and to restructure its debt. The oversight board has imposed a stay on the exercise of certain creditors' rights. In 2017, the oversight board placed certain of the bonds into a bankruptcy-like proceeding under the supervision of a Federal District Judge. These events, further defaults or any further legislative action to create a legal means of restructuring Commonwealth obligations or to impose additional oversight on the Commonwealth's finances, or
any restructuring of the Commonwealth's obligations, may increase the number of claims against UBS concerning Puerto Rico securities, as well as potential damages sought.

In May 2019, the oversight board filed complaints in Puerto Rico federal district court bringing claims against financial, legal and accounting firms that had participated in Puerto Rico municipal bond offerings, including UBS, seeking a return of underwriting and swap fees paid in connection with those offerings. UBS estimates that it received approximately USD 125 million in fees in the relevant offerings.

In August 2019 and February 2020, three US insurance companies that insured issues of Puerto Rico municipal bonds sued UBS and seven other underwriters of Puerto Rico municipal bonds. The two actions seek recovery of an aggregate of USD 955 million in damages from the defendants. The plaintiffs in these cases claim that defendants failed to reasonably investigate financial statements in the offering materials for the insured Puerto Rico bonds issued between 2002 and 2007, which plaintiffs argue they relied upon in agreeing to insure the bonds notwithstanding that they had no contractual relationship with the underwriters.

UBS's balance sheet at 31 December 2019 reflected provisions with respect to matters described in this item 4 in amounts that UBS believes to be appropriate under the applicable accounting standard. As in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of such matters cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provisions that UBS has recognized.

5. **Foreign exchange, LIBOR and benchmark rates, and other trading practices**

**Foreign exchange-related regulatory matters**: Beginning in 2013, numerous authorities commenced investigations concerning possible manipulation of foreign exchange markets and precious metals prices. In 2014 and 2015, UBS reached settlements with the UK Financial Conduct Authority ("FCA") and the US Commodity Futures Trading Commission ("CFTC") in connection with their foreign exchange investigations, FINMA issued an order concluding its formal proceedings relating to UBS's foreign exchange and precious metals businesses, and the Board of Governors of the Federal Reserve System ("Federal Reserve Board") and the Connecticut Department of Banking issued a Cease and Desist Order and assessed monetary penalties against UBS AG. In 2015, the DOJ's Criminal Division terminated the 2012 non-prosecution agreement with UBS AG related to UBS's submissions of benchmark interest rates, and UBS AG pleaded guilty to one count of wire fraud, paid a fine and was subject to probation, which ended in early January 2020. In 2019 the European Commission announced two decisions with respect to foreign exchange trading. UBS was granted immunity by the European Commission in these matters and therefore was not fined. UBS has ongoing obligations to cooperate with these authorities and to undertake certain remediation measures. UBS has also been granted conditional immunity by the Antitrust Division of the DOJ and by authorities in other jurisdictions in connection with potential competition law violations relating to foreign exchange and precious metals businesses. Investigations relating to foreign exchange matters by certain authorities remain ongoing notwithstanding these resolutions.

**Foreign exchange-related civil litigation**: Putative class actions have been filed since 2013 in US federal courts and in other jurisdictions against UBS and other banks on behalf of putative classes of persons who engaged in foreign currency transactions with any of the defendant banks. UBS has resolved US federal court class actions relating to foreign currency transactions with the defendant banks and persons who transacted in foreign exchange futures contracts and options on such futures under a settlement agreement that provides for UBS to pay an aggregate of USD 141 million and provide cooperation to the settlement classes. Certain class members have excluded themselves from that settlement and have filed individual actions in US and English courts against UBS and other banks, alleging violations of US and European competition laws and unjust enrichment.

In 2015, a putative class action was filed in federal court against UBS and numerous other banks on behalf of persons and businesses in the US who directly purchased foreign currency from the defendants and alleged co-conspirators for their own end use. In March 2017, the court granted UBS's (and the other banks') motions to dismiss the complaint. The plaintiffs filed an amended
complaint in August 2017. In March 2018, the court denied the defendants’ motions to dismiss the amended complaint.

In 2017, two putative class actions were filed in federal court in New York against UBS and numerous other banks on behalf of persons and entities who had indirectly purchased foreign exchange instruments from a defendant or co-conspirator in the US, and a consolidated complaint was filed in June 2017. In March 2018, the court dismissed the consolidated complaint. In October 2018, the court granted plaintiffs’ motion seeking leave to file an amended complaint. In January 2020, UBS and 11 other banks agreed in principle with the plaintiffs to settle the class action for a total of USD 10 million. The settlement is subject to final documentation and court approval.

**LIBOR and other benchmark-related regulatory matters:** Numerous government agencies, including the SEC, the CFTC, the DOJ, the FCA, the UK Serious Fraud Office, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, FINMA, various state attorneys general in the US and competition authorities in various jurisdictions, have conducted investigations regarding potential improper attempts by UBS, among others, to manipulate LIBOR and other benchmark rates at certain times. UBS reached settlements or otherwise concluded investigations relating to benchmark interest rates with the investigating authorities. UBS has ongoing obligations to cooperate with the authorities with whom UBS has reached resolutions and to undertake certain remediation measures with respect to benchmark interest rate submissions. UBS has been granted conditional leniency or conditional immunity from authorities in certain jurisdictions, including the Antitrust Division of the DOJ and the Swiss Competition Commission ("WEKO"), in connection with potential antitrust or competition law violations related to certain rates. However, UBS has not reached a final settlement with WEKO, as the Secretariat of WEKO has asserted that UBS does not qualify for full immunity.

**LIBOR and other benchmark-related civil litigation:** A number of putative class actions and other actions are pending in the federal courts in New York against UBS and numerous other banks on behalf of parties who transacted in certain interest rate benchmark-based derivatives. Also pending in the US and in other jurisdictions are a number of other actions alleging losses related to various products whose interest rates were linked to LIBOR and other benchmarks, including adjustable rate mortgages, preferred and debt securities, bonds pledged as collateral, loans, depositary accounts, investments and other interest-bearing instruments. The complaints allege manipulation, through various means, of certain benchmark interest rates, including USD LIBOR, Euroyen TIBOR, Yen LIBOR, EURIBOR, CHF LIBOR, GBP LIBOR, SGD SIBOR and SOR and Australian BBSW, and seek unspecified compensatory and other damages under varying legal theories.

**USD LIBOR class and individual actions in the US:** In 2013 and 2015, the district court in the USD LIBOR actions dismissed, in whole or in part, certain plaintiffs’ antitrust claims, federal racketeering claims, CEA claims, and state common law claims. Although the Second Circuit vacated the district court’s judgment dismissing antitrust claims, the district court again dismissed antitrust claims against UBS in 2016. Certain plaintiffs have appealed that decision to the Second Circuit. Separately, in 2018, the Second Circuit reversed in part the district court’s 2015 decision dismissing certain individual plaintiffs’ claims and certain of these actions are now proceeding. UBS entered into an agreement in 2016 with representatives of a class of bondholders to settle their USD LIBOR class action. The agreement has received preliminary court approval and remains subject to final approval. In 2018, the district court denied plaintiffs’ motions for class certification in the USD class actions for claims pending against UBS, and plaintiffs sought permission to appeal that ruling to the Second Circuit. In July 2018, the Second Circuit denied the petition to appeal of the class of USD lenders and in November 2018 denied the petition of the USD exchange class. In December 2019, UBS entered into an agreement with representatives of the class of USD lenders to settle their USD LIBOR class action. The agreement has received preliminary court approval and remains subject to final approval. In January 2019, a putative class action was filed in the District Court for the Southern District of New York against UBS and numerous other banks on behalf of US residents who, since 1 February 2014, directly transacted with a defendant bank in USD LIBOR instruments. The complaint asserts antitrust claims. The defendants moved to dismiss the complaint in August 2019.

**Other benchmark class actions in the US:** In 2014, the court in one of the Euroyen TIBOR lawsuits dismissed certain of the plaintiffs’ claims, including a federal antitrust claim, for lack of standing.
In 2015, this court dismissed the plaintiffs' federal racketeering claims on the same basis and affirmed its previous dismissal of the plaintiffs' antitrust claims against UBS. In 2017, this court also dismissed the other Yen LIBOR / Euroyen TIBOR action in its entirety on standing grounds, as did the court in the CHF LIBOR action. Also in 2017, the court in the EURIBOR lawsuit dismissed the case as to UBS and certain other foreign defendants for lack of personal jurisdiction. Plaintiffs in the other Yen LIBOR, Euroyen TIBOR and the EURIBOR actions have appealed the dismissals. In October 2018, the court in the SIBOR / SOR action dismissed all but one of plaintiffs' claims against UBS. Plaintiffs in the CHF LIBOR and SIBOR / SOR actions filed amended complaints following the dismissals, and the courts granted renewed motions to dismiss in July 2019 (SIBOR / SOR) and in September 2019 (CHF LIBOR). Plaintiffs in both actions have appealed. In November 2018, the court in the BBSW lawsuit dismissed the case as to UBS and certain other foreign defendants for lack of personal jurisdiction. Following that dismissal, plaintiffs in the BBSW action filed an amended complaint in April 2019, which UBS and other defendants named in the amended complaint have moved to dismiss. In February 2020, the court in the BBSW action granted in part and denied in part defendants' motions to dismiss the amended complaint. The court dismissed the GBP LIBOR action in August 2019, and plaintiffs appealed the dismissal in September 2019.

**Government bonds:** Putative class actions have been filed since 2015 in US federal courts against UBS and other banks on behalf of persons who participated in markets for US Treasury securities since 2007. A consolidated complaint was filed in 2017 in the US District Court for the Southern District of New York alleging that the banks colluded with respect to, and manipulated prices of, US Treasury securities sold at auction and in the secondary market and asserting claims under the antitrust laws and for unjust enrichment. Defendants' motions to dismiss the consolidated complaint are pending. Similar class actions have been filed concerning European government bonds and other government bonds. UBS and reportedly other banks are responding to investigations and requests for information from various authorities regarding government bond trading practices. As a result of its review to date, UBS has taken appropriate action.

**Government sponsored entities ("GSE") bonds:** Starting in February 2019, class action complaints were filed in the US District Court for the Southern District of New York against UBS and other banks on behalf of plaintiffs who traded GSE bonds. A consolidated complaint was filed alleging collusion in GSE bond trading between 1 January 2009 and 1 January 2016. In December 2019, UBS and eleven other defendants agreed to settle the class action for a total of USD 250 million. The settlement is subject to court approval.

With respect to additional matters and jurisdictions not encompassed by the settlements and orders referred to above, UBS's balance sheet at 31 December 2019 reflected a provision in an amount that UBS believes to be appropriate under the applicable accounting standard. As in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of such matters cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provision that UBS has recognized.

6. **Swiss retrocessions**

The Federal Supreme Court of Switzerland ruled in 2012, in a test case against UBS, that distribution fees paid to a firm for distributing third-party and intra-group investment funds and structured products must be disclosed and surrendered to clients who have entered into a discretionary mandate agreement with the firm, absent a valid waiver.

FINMA has issued a supervisory note to all Swiss banks in response to the Supreme Court decision. UBS has met the FINMA requirements and has notified all potentially affected clients.

The Supreme Court decision has resulted, and may continue to result, in a number of client requests for UBS to disclose and potentially surrender retrocessions. Client requests are assessed on a case-by-case basis. Considerations taken into account when assessing these cases include, among other things, the existence of a discretionary mandate and whether or not the client documentation contained a valid waiver with respect to distribution fees.
UBS's balance sheet at 31 December 2019 reflected a provision with respect to matters described in this item 6 in an amount that UBS believes to be appropriate under the applicable accounting standard. The ultimate exposure will depend on client requests and the resolution thereof, factors that are difficult to predict and assess. Hence, as in the case of other matters for which UBS has established provisions, the future outflow of resources in respect of such matters cannot be determined with certainty based on currently available information and accordingly may ultimately prove to be substantially greater (or may be less) than the provision that UBS has recognized.

7. **Securities transaction pricing and disclosure**

UBS identified and reported to the relevant authorities instances in which some Global Wealth Management clients booked in Hong Kong and Singapore may have been charged inappropriate spreads on debt securities transactions between 2008 and 2015. In November 2019, UBS AG entered into a settlement with the Hong Kong Securities and Futures Commission ("SFC") under which it was reprimanded and fined HKD 400 million (USD 51 million) and a settlement with the Monetary Authority of Singapore (MAS) under which it was fined SGD 11 million (USD 8.3 million). In addition, UBS has commenced reimbursing affected customers an aggregate amount equivalent to USD 47 million, including interest.

UBS's balance sheet at 31 December 2019 reflected a provision with respect to the matter described in this item 7 in an amount that UBS believes to be appropriate under the applicable accounting standard.

The specific litigation, regulatory and other matters described above under items (1) to (7) include all such matters that management considers to be material and others that management believes to be of significance due to potential financial, reputational and other effects as described in "Note 21 Provisions and contingent liabilities" to UBS AG's audited consolidated financial statements included in the Annual Report 2019. The proceedings indicated below are matters that have recently been considered material, but are not currently considered material, by UBS. Besides the proceedings described above and below, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which UBS AG is aware) that may have, or have had in the recent past, significant effects on UBS AG Group's and/or UBS AG's financial position or profitability and are or have been pending during the last twelve months until the date of this Base Prospectus.

**FIFA investigation**: UBS, and reportedly numerous other financial institutions, received inquiries from authorities concerning accounts relating to the Fédération Internationale de Football Association ("FIFA") and other constituent soccer associations and related persons and entities. UBS cooperated with authorities in these inquiries.

7.5 **Material Contracts**

No material contracts have been entered into outside of the ordinary course of UBS AG's or UBS AG Group's business, which could result in any member of the UBS AG Group being under an obligation or entitlement that is material to UBS AG's ability to meet its obligations to the investors in relation to the issued securities.

7.6 **Significant Changes in the Financial or Trading Position; Material Adverse Change in Prospects**

There has been no significant change in the financial or trading position of UBS AG or UBS AG Group since 31 December 2019, which is the end of the last financial period for which financial information has been published.

8. **Share Capital**

As reflected in its Articles of Association most recently registered with the Commercial Register of Zurich and the Commercial Register of Basel-City, UBS AG has (i) fully paid and issued share capital of CHF 385,840,846.60, divided into 3,858,408,466 registered shares with a par value of CHF 0.10 each (article 4), and (ii) conditional capital in the amount of CHF 38,000,000, comprising 380,000,000 registered shares with a par value of CHF 0.10 each that can be issued upon the voluntary or mandatory exercise of conversion rights and/or warrants (article 4a).
9. **Dividends**

For the financial year ended on 31 December 2014, UBS AG paid to its shareholders a dividend of CHF 0.50 per share of CHF 0.10 par value in cash or, at the election of each shareholder, a number of new UBS AG shares as to be of substantially equivalent value to CHF 0.50. UBS AG also paid a supplementary cash dividend of CHF 0.25 per share of CHF 0.10 par value. For the financial year ended 31 December 2015, UBS AG paid a dividend of CHF 3,434 million to UBS Group AG. In addition, as part of the establishment of UBS Business Solutions AG, UBS AG paid a cash dividend of CHF 30 million and transferred its participation in the Poland Service Center as a dividend-in-kind at book value of CHF 5 million to UBS Group AG in 2015. For the financial year ended on 31 December 2016, UBS AG paid to UBS Group AG a dividend of CHF 2,250 million. For the financial year ended on 31 December 2017, UBS AG paid to UBS Group AG a dividend of CHF 3,065 million. For the financial year ended on 31 December 2018, UBS AG paid to UBS Group AG a dividend of USD 3,250 million. For the financial year ended on 31 December 2019, the BoD proposes for shareholders' approval an ordinary dividend distribution of USD 3,848 million, capped at CHF 7,696 million.

10. **Documents Available**

- The Annual Report 2019;
- The Standalone Financial Statements 2019;
- The Annual Report 2018;
- The Standalone Financial Statements 2018; and
- The most recent Articles of Association of UBS AG,

shall be maintained in printed format, for free distribution, at the offices of UBS AG for a period of twelve months after the publication of this document. In addition, the annual and quarterly reports, as well as quarterly result materials of UBS Group AG and UBS AG are published on UBS's website, at www.ubs.com/investors or a successor address. The Articles of Association of UBS AG are also available on UBS's Corporate Governance website, at www.ubs.com/governance.
ANNEX

SUMMARY

Summaries are made up of disclosure requirements known as "Elements". These elements are numbered in Sections A - E (A.1 - E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "Not Applicable".

Italics in particular Elements denote placeholders for completing the issue specific summary relating to a Tranche of Notes for which such issue specific summary is to be prepared.

This summary applies only to Notes which are issued under the Prospectus Directive regime and for the avoidance of doubt this excludes the issuance of Swiss Notes.

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this summary.

<table>
<thead>
<tr>
<th>Section A - Introduction and Warnings</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.1</strong> Introduction:</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

| **A.2** Consent: |
| [Not Applicable]. [The Issuer consents to the use of the Base Prospectus in connection with a Public Offer of the Notes by any financial intermediary which is authorised to make such offers under the Markets in Financial Instruments Directive (Directive 2014/65/EU) on the following basis: |
| (a) the relevant Public Offer must occur during the period from and including [*] to but excluding [*] (the "Offer Period"); |
| (b) the relevant Authorised Offeror must publish an Acceptance Statement, as contained in the Base Prospectus, on its website and satisfy the following additional conditions [*].] |

The Issuer consents to the use of the Base Prospectus in connection with a Public Offer of the Notes by [*] on the following basis:

| (a) the relevant Public Offer must occur during the period from and including [*] to but excluding [*] (the "Offer Period"); |
| (b) the relevant Authorised Offeror must satisfy the following conditions: [*]. |
An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocation, settlement arrangements and any expenses or taxes to be charged to the Investor (the "Terms and Conditions of the Public Offer"). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, this Base Prospectus and any Final Terms or Drawdown Prospectus will not contain such information. The Terms and Conditions of the Public Offer shall be published by that Authorised Offeror on its website at the relevant time. None of the Issuers, any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.

### Section B – Issuer

| B.1 | Legal name of the Issuer: | UBS AG (the "Issuer") (acting through its head offices in Basel and Zurich ("UBS Head Office"), or its London branch ("UBS AG London Branch"), Jersey branch ("UBS AG Jersey Branch"), Australian branch ("UBS AG Australia Branch"), Hong Kong branch ("UBS AG Hong Kong Branch") or any of its other branches outside Switzerland as it may from time to time determine (UBS AG London Branch, UBS AG Jersey Branch, UBS AG Australia Branch, UBS AG Hong Kong Branch, or such other branch outside Switzerland, a "Branch"). Following the establishment in 2014 of UBS Group AG as the holding company for the UBS Group and the parent company of UBS AG, the Issuer together with its subsidiaries is referred to herein as "UBS AG (consolidated)" or "UBS AG Group"; UBS Group AG, the Issuer and the subsidiaries of both companies are referred to herein as "UBS", "UBS Group", "UBS Group AG (consolidated)" or the "Group". |
| B.2 | Domicile, legal form, legislation and country of incorporation of the Issuer: | The Issuer was incorporated under the name SBC AG on 28 February 1978 for an unlimited duration and entered in the Commercial Register of Canton Basel-City on that day. On 8 December 1997, the company changed its name to UBS AG. The company in its present form was created on 29 June 1998 by the merger of Union Bank of Switzerland (founded 1862) and Swiss Bank Corporation (founded 1872). UBS AG is entered in the Commercial Registers of Canton Zurich and Canton Basel-City. The registration number is CHE-101.329.561.

UBS AG is incorporated and domiciled in Switzerland and operates under the Swiss Code of Obligations as an Aktiengesellschaft, a corporation limited by shares.

The addresses and telephone numbers of UBS AG's two registered offices and principal places of business are: Bahnhofstrasse 45, CH-8001 Zurich, Switzerland, telephone +41 44 234 1111; and Aeschenvorstadt 1, CH-4051 Basel, Switzerland, telephone +41 61 288 5050. |
| B.4b | Trends:1 | As indicated in the annual report for the year ended 31 December 2019 (the "Annual Report 2019"), UBS expects continued sub-trend growth in the coming year, and the global economy to continue expanding at about the same pace as in 2019. Consumer spending has remained robust in much of the world, especially |

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1 By virtue of the Base Prospectus Supplement dated 23 March 2020, Element B.4b has been updated to reflect recent macroeconomic, political and public health developments.
in the US, where it is supported by a vibrant job market. The year ended with news of a "Phase 1" trade deal between the US and China, along with indications that tensions between the two powers may lessen. Not only did the agreement withdraw planned tariff increases and reverse some existing tariffs, it also moved negotiations forward in other areas of contention, such as intellectual property protection and US access to China's financial services market. While this truce could be fragile and the US–China rivalry is not about to end anytime soon, the deal appears to reduce the risks to the global economy and business investment. The UK left the European Union on 31 January 2020 and has entered a transition period in which the UK now faces a race to conclude talks on a trade deal with the EU ahead of the end of its transition period on 31 December 2020. The next major political focus for markets will be the US election in November, which could generate higher volatility and affect key US sectors, such as technology, energy, finance and health care. Against a backdrop of sluggish growth and continued political risk, UBS believes central banks will be in no rush to raise rates. UBS does not expect the US Federal Reserve to increase rates in the coming year, barring an unexpected shift in the trajectory of the economic data. Rates are unlikely to rise again until 2021. UBS expects the ECB to cut rates to negative 0.6%, with the Swiss National Bank maintaining rates at a negative 0.75%.

The outbreak of novel Coronavirus or Covid-19 in China and its subsequent spread worldwide has significantly increased risk within the global economy and investor uncertainty. In addition, substantial deterioration in oil prices may have additional effects on the economy and certain sectors. As a result equity markets have experienced significant declines, market volatility has substantially increased and some markets have experienced disruptions in orderly function. In the short-term UBS may benefit from higher transaction volumes and increased volatility, although continuation of these trends is uncertain. Looking forward lower asset prices would adversely affect invested assets with a consequent effect on recurring fee income, and lower interest rates will reduce net interest income. The outbreak of Covid-19 and the measures being taken globally to reduce the peak of the resulting pandemic will likely have a significant adverse effect on global economic activity, including in China, the United States and Europe. In addition, these factors are likely to have an adverse effect on the credit profile of some of UBS's clients and other market participants, which may result in an increase in expected credit loss expense and credit impairments.

B.5 The Group:

UBS AG is a Swiss bank and the parent company of the UBS AG Group. It is 100% owned by UBS Group AG, which is the holding company of the UBS Group. UBS operates as a group with four business divisions and a Corporate Center. In 2014, UBS began adapting its legal entity structure to improve the resolvability of the Group in response to too big to fail requirements in Switzerland and recovery and resolution regulation in other countries in which the Group operates. In December 2014, UBS Group AG became the holding company of the Group.

In 2015, UBS AG transferred its personal & corporate banking and wealth management businesses booked in Switzerland to the newly established UBS Switzerland AG, a banking subsidiary of UBS AG in Switzerland. In 2016, UBS Americas Holding LLC was designated as the intermediate holding company for UBS's US subsidiaries and UBS merged its wealth management subsidiaries in various European countries into UBS Europe SE, UBS's German-headquartered European subsidiary. Additionally, UBS transferred the majority of Asset Management's operating subsidiaries to UBS Asset Management AG.

UBS Business Solutions AG, a wholly owned subsidiary of UBS Group AG, was established in 2015 and acts as the Group service company. In 2017, UBS's shared services functions in Switzerland and the UK were transferred from UBS AG to UBS Business Solutions AG. UBS also completed the transfer of shared services
functions in the US to its US service company, UBS Business Solutions US LLC, a wholly owned subsidiary of UBS Americas Holding LLC.

In March 2019, UBS Limited, UBS's UK headquartered subsidiary, was merged into UBS Europe SE prior to the UK's scheduled departure from the EU. Former clients and other counterparties of UBS Limited who can be serviced by UBS AG's London Branch were migrated to UBS AG's London Branch prior to the merger.

UBS continues to consider further changes to the Group's legal structure in response to regulatory requirements and other external developments. Such changes may include further consolidation of operating subsidiaries in the EU and adjustments to the booking entity or location of products and services.

<table>
<thead>
<tr>
<th>B.9</th>
<th>Profit Estimate:</th>
<th>No profit forecasts or estimates are included in this Base Prospectus.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.10</td>
<td>Audit Report Qualifications:</td>
<td>There are no qualifications in the auditors' reports on the consolidated financial statements of UBS AG and the standalone financial statements of UBS AG for the years ended on 31 December 2019 and 31 December 2018, which are incorporated by reference into this document.</td>
</tr>
</tbody>
</table>
B.12 Selected Key Financial Information: 2

UBS AG derived the selected consolidated financial information included in the table below for the years ended 31 December 2019, 2018 and 2017 from UBS Group AG’s and UBS AG’s Annual Report 2019 except where noted.

The consolidated financial statements were prepared in accordance with International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board ("IASB"). Effective from 1 October 2018, the functional currency of UBS Group AG and UBS AG’s Head Office in Switzerland changed from Swiss francs to US dollars and that of UBS AG’s London Branch from British pounds to US dollars, in compliance with the requirements of International Accounting Standard (IAS) 21, The Effects of Changes in Foreign Exchange Rates. The presentation currency of UBS AG’s consolidated financial statements has changed from Swiss francs to US dollars to align with the functional currency changes of significant Group entities. Prior periods have been restated for this presentation currency change. Assets, liabilities and total equity were translated to US dollars at closing exchange rates prevailing on the respective balance sheet dates, and income and expenses were translated at the respective average rates prevailing for the relevant periods.

Information for the years ended 31 December 2019, 2018 and 2017 which is indicated as being unaudited in the table below was included in the Annual Report 2019, but has not been audited on the basis that the respective disclosures are not required under IFRS, and therefore are not part of the audited financial statements. The Annual Report 2019 is incorporated by reference herein. Prospective investors should read the whole of this Base Prospectus and the documents incorporated by reference herein and should not rely solely on the summarized information set out below:

<table>
<thead>
<tr>
<th>As of or for the year ended</th>
<th>31.12.19</th>
<th>31.12.18</th>
<th>31.12.17</th>
</tr>
</thead>
<tbody>
<tr>
<td>USD million, except where indicated</td>
<td>audited, except where indicated</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Results</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income statement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating income</td>
<td>29,307</td>
<td>30,642</td>
<td>30,044</td>
</tr>
<tr>
<td>Net interest income</td>
<td>4,415</td>
<td>4,971</td>
<td>6,021</td>
</tr>
<tr>
<td>Net fee and commission income</td>
<td>17,460</td>
<td>17,930</td>
<td>17,550</td>
</tr>
<tr>
<td>Credit loss (expense) / recovery</td>
<td>(78)</td>
<td>(117)</td>
<td>(131)</td>
</tr>
<tr>
<td>Other net income from financial instruments measured at fair value through profit or loss</td>
<td>6,833</td>
<td>6,953</td>
<td>5,640</td>
</tr>
<tr>
<td>Operating expenses</td>
<td>24,138</td>
<td>25,184</td>
<td>24,969</td>
</tr>
<tr>
<td>Operating profit / (loss) before tax</td>
<td>5,169</td>
<td>5,458</td>
<td>5,076</td>
</tr>
<tr>
<td>Net profit / (loss) attributable to shareholders</td>
<td>3,965</td>
<td>4,107</td>
<td>758</td>
</tr>
<tr>
<td>Balance sheet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total assets</td>
<td>971,916</td>
<td>958,055</td>
<td>940,020</td>
</tr>
<tr>
<td>Total financial liabilities measured at amortized cost</td>
<td>617,429</td>
<td>612,174</td>
<td>660,498</td>
</tr>
<tr>
<td>of which: customer deposits</td>
<td>450,591</td>
<td>421,986</td>
<td>423,058</td>
</tr>
<tr>
<td>of which: debt issued measured at amortized cost</td>
<td>62,835</td>
<td>91,245</td>
<td>107,458</td>
</tr>
<tr>
<td>of which: subordinated debt</td>
<td>7,431</td>
<td>7,511</td>
<td>9,217</td>
</tr>
<tr>
<td>Total financial liabilities measured at fair</td>
<td>291,452</td>
<td>283,717</td>
<td>217,814</td>
</tr>
</tbody>
</table>

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2 By virtue of the Base Prospectus Supplement dated 23 March 2020, Element B.12 has been updated to refer to financial information for the years ended 31 December 2019, 2018 and 2017.
### Profitability and growth

<table>
<thead>
<tr>
<th>Metric</th>
<th>2019</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return on equity (%) $^1$</td>
<td>7.4*</td>
<td>7.9*</td>
<td>1.4*</td>
</tr>
<tr>
<td>Return on tangible equity (%) $^4$</td>
<td>8.5*</td>
<td>9.1*</td>
<td>1.6*</td>
</tr>
<tr>
<td>Return on common equity tier 1 capital (%) $^5$</td>
<td>11.3*</td>
<td>11.9*</td>
<td>2.3*</td>
</tr>
<tr>
<td>Return on risk-weighted assets, gross (%) $^6$</td>
<td>11.2*</td>
<td>12.0*</td>
<td>12.8*</td>
</tr>
<tr>
<td>Return on leverage ratio denominator, gross (%) $^7$</td>
<td>3.2*</td>
<td>3.4*</td>
<td>3.4*</td>
</tr>
<tr>
<td>Cost / income ratio (%) $^8$</td>
<td>82.1*</td>
<td>81.9*</td>
<td>82.7*</td>
</tr>
<tr>
<td>Net profit growth (%) $^9$</td>
<td>(3.4)*</td>
<td>441.9*</td>
<td>(77.4)*</td>
</tr>
</tbody>
</table>

### Resources

<table>
<thead>
<tr>
<th>Metric</th>
<th>2019</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common equity tier 1 capital</td>
<td>35,280</td>
<td>34,608</td>
<td>34,100*</td>
</tr>
<tr>
<td>Risk-weighted assets</td>
<td>257,831*</td>
<td>262,840*</td>
<td>242,725*</td>
</tr>
<tr>
<td>Common equity tier 1 capital ratio (%) $^{10}$</td>
<td>13.7*</td>
<td>13.2*</td>
<td>14.0*</td>
</tr>
<tr>
<td>Going concern capital ratio (%) $^{10}$</td>
<td>18.3*</td>
<td>16.1*</td>
<td>15.6*</td>
</tr>
<tr>
<td>Total loss-absorbing capacity ratio (%) $^{10}$</td>
<td>33.9*</td>
<td>31.3*</td>
<td>31.4*</td>
</tr>
<tr>
<td>Leverage ratio denominator</td>
<td>911,232*</td>
<td>904,458*</td>
<td>910,133*</td>
</tr>
<tr>
<td>Common equity tier 1 leverage ratio (%) $^{10}$</td>
<td>3.87*</td>
<td>3.83*</td>
<td>3.75*</td>
</tr>
<tr>
<td>Going concern leverage ratio (%) $^{10}$</td>
<td>5.2*</td>
<td>4.7*</td>
<td>4.2*</td>
</tr>
<tr>
<td>Total loss-absorbing capacity leverage ratio (%) $^{10}$</td>
<td>9.6*</td>
<td>9.1*</td>
<td>8.4*</td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Metric</th>
<th>2019</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invested assets (USD billion)</td>
<td>3,607</td>
<td>3,101</td>
<td>3,262</td>
</tr>
<tr>
<td>Personnel (full-time equivalents)</td>
<td>47,005*</td>
<td>47,643*</td>
<td>46,009*</td>
</tr>
</tbody>
</table>

* unaudited

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1. Effective 1 January 2019, UBS AG refined the presentation of dividend income and expense. This resulted in a reclassification of dividends from Interest income (expense) from financial instruments measured at fair value through profit or loss into Other net income from financial instruments measured at fair value through profit or loss (prior to 1 January 2019: Other net income from fair value changes on financial instruments). Net Interest Income and Other net income from financial instruments measured at fair value through profit or loss for prior-year comparative was restated accordingly.


3. Calculated as net profit attributable to shareholders (annualized as applicable) divided by average equity attributable to shareholders. This measure provides information about the profitability of the business in relation to equity.

4. Calculated as net profit attributable to shareholders (annualized as applicable) divided by average equity attributable to shareholders less average goodwill and intangible assets. Effective 1 January 2019, the definition of the numerator for return on tangible equity has been revised to align it with the numerators for return on equity and return on CET1 capital; i.e., it is no longer adjusted for amortization and impairment of goodwill and intangible assets. Prior periods have been restated. This measure provides information about the profitability of the business in relation to tangible equity.

5. Calculated as net profit attributable to shareholders (annualized as applicable) divided by average common equity tier 1 capital. This measure provides information about the profitability of the business in relation to common equity tier 1 capital.

6. Calculated as operating income before credit loss expense or recovery (annualized as applicable) divided by average risk-weighted assets. This measure provides information about the revenues of the business in relation to risk-weighted assets.

7. Calculated as operating income before credit loss expense or recovery (annualized as applicable) divided by average leverage ratio denominator. This measure provides information about the revenues of the business in relation to leverage ratio denominator.

8. Calculated as operating expenses divided by operating income before credit loss expense or recovery. This measure provides information about the efficiency of the business by comparing operating expenses with gross income.

9. Calculated as change in net profit attributable to shareholders from continuing operations between current and comparison periods divided by net profit attributable to shareholders from continuing operations of comparison period.

10. Calculated as change in net profit attributable to shareholders from continuing operations between current and comparison periods divided by net profit attributable to shareholders from continuing operations of comparison period.
This measure provides information about profit growth in comparison with the prior-year period.

Based on the Swiss systemically relevant bank framework as of 1 January 2020.

The information as published in Swiss francs in the Annual Report 2017 for the period ended on 31 December 2017 (CHF 33,240 million) was audited.

Includes invested assets for Global Wealth Management, Asset Management and Personal & Corporate Banking. Calculated as the sum of managed fund assets, managed institutional assets, discretionary and advisory wealth management portfolios, fiduciary deposits, time deposits, savings accounts, and wealth management securities or brokerage accounts. This measure provides information about the volume of client assets managed by or deposited with UBS for investment purposes.

| B.13 | Recent Events: | No recent events particular to UBS AG have occurred, which are to a material extent relevant to the evaluation of UBS AG's solvency. |
| B.14 | Dependence upon other entities within the Group: | UBS AG is the parent company of, and conducts a significant portion of its operations through, its subsidiaries. UBS AG has contributed a significant portion of its capital and provides substantial liquidity to subsidiaries. In addition, UBS Business Solutions AG provides substantial services to group companies including UBS AG and its subsidiaries. To this extent, UBS AG is dependent on certain of the entities of the UBS AG Group and of the UBS Group. |
| B.15 | The Issuers' Principal Activities: | UBS AG with its subsidiaries provides financial advice and solutions to private, institutional and corporate clients worldwide, as well as private clients in Switzerland. The operational structure of the Group is comprised of the Corporate Center and four business divisions: Global Wealth Management, Personal & Corporate Banking, Asset Management and the Investment Bank. UBS concentrates on capital-efficient businesses in its targeted markets, where UBS has a strong competitive position and an attractive long-term growth or profitability outlook. UBS views capital strength as the foundation of its strategy. In delivering all of UBS as one firm to its clients, UBS intends to: strengthen its leading client franchises and grow share; position UBS for growth by expanding its services and capabilities; drive greater efficiencies and scale; and further intensify collaboration for the benefit of its clients. According to article 2 of the articles of association of UBS AG dated 26 April 2018, the purpose of UBS AG is the operation of a bank. Its scope of operations extends to all types of banking, financial, advisory, trading and service activities in Switzerland and abroad. UBS AG may establish branches and representative offices as well as banks, finance companies and other enterprises of any kind in Switzerland and abroad, hold equity interests in these companies, and conduct their management. UBS AG is authorized to acquire, mortgage and sell real estate and building rights in Switzerland and abroad. UBS AG may borrow and invest money on the capital markets. UBS AG is part of the group of companies controlled by the group parent company UBS Group AG. It may promote the interests of the group parent company or other group companies. It may provide loans, guarantees and other kinds of financing and security for group companies. |
| B.16 | Controlling Persons: | UBS Group AG owns 100 per cent. of the outstanding shares of UBS AG. |
| B.17 | Ratings assigned to the Issuers or their Debt Securities: | The rating agencies S&P Global Ratings Europe Limited ("Standard & Poor's"), Moody's Deutschland GmbH ("Moody's"), Fitch Ratings Limited ("Fitch Ratings"), and Scope Ratings GmbH ("Scope Ratings") have published solicited credit ratings reflecting their assessment of the creditworthiness of UBS AG, i.e. its ability to fulfill in a timely manner payment obligations, such as principal or interest payments on long-term loans, also known as debt servicing. The ratings from Fitch Ratings, Standard & Poor's and Scope Ratings may be attributed a plus or minus sign, and those from Moody's a number. |

3  By virtue of the Base Prospectus Supplement dated 23 March 2020, Element B.15 has been updated to describe additional principal activities.
These supplementary attributes indicate the relative position within the respective rating class. UBS AG has a long-term counterparty credit rating of A+ (outlook: stable) from Standard & Poor's, long-term senior debt rating of Aa3 (outlook: stable) from Moody's, long-term issuer default rating of AA- (outlook: stable) from Fitch Ratings and issuer rating of AA- (outlook: stable) from Scope Ratings.

An explanation of the significance of ratings may be obtained from the rating agencies. Generally, rating agencies base their ratings on such material and information, and such of their own investigations, studies and assumptions, as they deem appropriate. The ratings of UBS AG should be evaluated independently from similar ratings of other entities, and from the rating, if any, of its securities. A credit rating is not a recommendation to buy, sell or hold securities issued or guaranteed by the rated entity and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency. All the above-mentioned rating agencies are registered as credit rating agencies under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No 513/2011.

### Section C - The Notes

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| **C.1 Type and Class of Securities:** | The Notes will be issued in series (each a "Series"). Each Series may comprise one or more tranches of Notes issued on different issue dates (each a "Tranche"). The Notes of each Tranche will have identical terms and conditions; however, a Tranche may comprise Notes in bearer form and Notes in registered form. Other than the issue date, the issue price and the date for the first payment of interest, the Notes of each Series will have identical terms.  

*The Notes are issued as Series number [•], Tranche number [•].*

*The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [insert details of the notes previously issued] on [insert date/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note], as specified in the relevant Final Terms.*  

**Class of Notes:** The Notes will be issued on a Senior or Subordinated basis (as defined below). Please also see C.8.  

**Security Identification Number(s):** In respect of each Tranche of Notes, the relevant security identification number(s) will be specified in the relevant Final Terms or Drawdown Prospectus.  

*ISIN Code: [•]*  

*Common Code: [•]*  

*FISN: [•]*  

*CFI code: [•]* |
| **C.2 Currency of the Securities Issue:** | Notes may be denominated in any currency agreed between the Issuer and the relevant Dealer subject to compliance with all relevant legal or regulatory requirements.  

In the case of Notes issued under a Drawdown Prospectus, and subject to compliance with all relevant legal and regulatory requirements, Notes may be denominated in one currency and payments in relation to the Notes may be made in one or more different currencies.  

*The Notes are denominated in [•].*  

**C.5 Restrictions on Free:** | Persons into whose hands this Base Prospectus comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country
### Transferability:

or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material and to obtain any consent, approval or permission required by them for the purchase, offer, sale or delivery by them of any Notes under the law and regulations in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales or deliveries, in all cases at their own expense, and neither the Issuer nor any Dealer shall have responsibility therefore. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

### C.8 The Rights Attaching to the Securities, including Ranking and Limitations to those Rights:

<table>
<thead>
<tr>
<th>Status of the Notes: Notes will be issued on a senior basis (the &quot;Senior Notes&quot;) or subordinated basis (the &quot;Subordinated Notes&quot;).</th>
</tr>
</thead>
<tbody>
<tr>
<td>**[Status of the Notes: [The Notes (and their coupons) are unsecured obligations of the Issuer acting through its [UBS AG London Branch/UBS AG Jersey Branch/UBS AG Australia Branch/UBS AG Hong Kong Branch/UBS Head Office/UBS AG [name of Branch]], as the case may be, and rank pari passu without any preference among themselves. Except as may be provided by any law, the payment obligations of the Issuer under the Notes (and their coupons) will at all times rank equally with all other outstanding unsecured and unsubordinated obligations of the Issuer.]]/[The Notes (and their coupons) are unsecured obligations of the Issuer acting through its [UBS AG London Branch/UBS AG Jersey Branch/UBS AG Australia Branch/UBS AG Hong Kong Branch/UBS Head Office/UBS AG [name of Branch]], as the case may be, and rank pari passu without any preference among themselves. The Notes constitute subordinated debt obligations and rank pari passu with all other subordinated debt obligations of the Issuer other than subordinated debt obligations which rank below the Notes.]]</td>
</tr>
</tbody>
</table>

**Taxation:** Payments in respect of Notes will be made free and clear of withholdings or deductions for, or on account of, any present or future taxes, duties, assessments or other government charges by or in (i) in the case of Notes issued through a Branch, the location of the relevant Branch, (ii) Switzerland and (iii) any other jurisdiction in which the Issuer is or becomes subject to tax unless such withholding or deduction is required by law (the "Relevant Jurisdictions"). If such taxes are required to be withheld, the Issuer will pay additional amounts in respect of the Notes subject to the customary exceptions.

In the case of Notes issued by UBS Head Office, these exceptions include the Swiss federal withholding tax (which is currently set at a rate of 35 per cent.) to which all payments of interest on such Notes will be subject, and no additional amounts shall be paid by the Issuer in respect of any such withholding. The holder of any such Note residing in Switzerland who, at the time the payment of interest is due, is the beneficial recipient of the payment of interest and who duly reports the gross payment of interest in his or her tax return and, as the case may be, in the statement of income, is entitled to a full refund of or a full tax credit for the Swiss federal withholding tax. A holder of any such Note who is not resident in Switzerland may be able to claim a full or partial refund of the Swiss federal withholding tax by virtue of provisions of an applicable double taxation treaty, if any, between Switzerland and the country of residence of such holder.

Except as specified above, the Issuer does not assume responsibility for any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other government charges of any nature in any Public Offer Jurisdiction.

**Governing Law:** The issuing and paying agency agreement and the deed of covenant entered into in relation to the Programme and all non-contractual obligations arising out of or in connection with them are governed by English law.
The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by English law, except for, in the case of Subordinated Notes, Condition 5(b) (Status of the Notes - In the case of Subordinated Notes), which is governed by Swiss law.

**Enforcement of Notes in Global Form:** In the case of Bearer Notes (other than Bearer SIS Notes) in global form, held in a clearing system, investors will have certain direct rights of enforcement against the Issuer in the event of such global note becoming void ("Direct Rights"). The Direct Rights are contained in a Deed of Covenant executed by the Issuer, copies of which are available for inspection during normal business hours at the office of the relevant Agent.

**Substitution of the Issuer and Issuing Branch Substitution:** The Issuer may, at its option and having given notice to the Noteholders, designate, without the consent of any Noteholders, an affiliate to assume liability for the due and punctual payment of all payments on all Notes then outstanding in the relevant Series and the performance of all the Issuer's other obligations under all the Notes then outstanding in the relevant Series, the Agency Agreement and the Deed of Covenant.

Prior to any such substitution of the Issuer, the Issuer may, at its option and having given notice to the Noteholders, (i) cease to make payments of principal, interest and any other amounts due under all Notes then outstanding in the relevant Series and fulfill any of its other obligations and exercise any of its rights and powers in respect of, or arising under, all Notes then outstanding in the relevant Series through the Branch or the UBS Head Office, as applicable, through which it is acting at the time of the relevant notice, and (ii) commence making such payments, fulfilling such other obligations and exercising such powers and rights through another Branch or the UBS Head Office (if the Issuer was not acting through the UBS Head Office at the time of the relevant notice).

**C.9 The Rights Attaching to the Securities (Continued), Including Information as to Interest, Maturity, Yield and the Representative of the Holders:**

See C.8 for a description of the rights attaching to the Notes, ranking and limitations.

**Interest:** Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series. In respect of each Tranche of Notes, the date from which interest becomes payable and the due dates for interest, the maturity date, the arrangements for the amortization of the Notes, including the repayment procedures and an indication of yield will be specified in the relevant Final Terms or Drawdown Prospectus.

**Interest:** The Notes bear interest from [•] at a fixed rate of [•] per cent. per annum payable in arrear on [•].

**Interest:** The Notes bear interest [from their date of issue] at a floating rate calculated by reference to [BBSW / CDOR / EURIBOR / HIBOR / JPY TSR / LIBOR / NIBOR / SHIBOR / SOR / SOFR / STIBOR / U.S. Federal Funds Rate] [plus/minus] a margin of [•] per cent. interest will be paid [annually]/[semi-annually]/[quarterly]/[monthly] in arrear on [•], [•], [•], and [•] in each year, subject to adjustment for non-business days.

**Interest:** The Notes do not bear interest.

**Maturities:** The Notes may be issued with any maturity subject to compliance with all relevant legal or regulatory requirements.

*The minimum maturity for Subordinated Notes is 5 years.*

**Maturity Date:** Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed on [•].

**Redemption:** Notes will be redeemable at par or at such other redemption amount
as may be specified in the relevant Final Terms or Drawdown Prospectus.

**Final Redemption Amount:** Unless previously redeemed, or purchased and cancelled, each Note will be redeemed at 100 per cent. of its nominal amount.

**Optional Redemption:** Notes may be redeemed before their stated maturity at the option of the Issuer (either all or some only), and/or the Noteholders (in whole but not in part) to the extent (if at all) specified in the relevant Final Terms or Drawdown Prospectus.

[[Redemption at the Option of the Issuer]/[Early Redemption at the Option of the Issuer]: The Notes may be redeemed at the option of the Issuer [in whole]/[in whole or in part] on [•] at [•], plus accrued interest (if any) to such date (but excluding such date), on the Issuer's giving: (i) not less than [15] nor more than [45] days' notice to the Noteholders, and (ii) not less than 15 days before the giving of notice referred to in (i), notice to the relevant Agent and the relevant Registrar, (which notices shall be irrevocable).]

[[Redemption at the Option of the Noteholders: The Issuer shall, at the option of the holder of any Note redeem such Note on [•] at [•] together with interest (if any) accrued to such date (but excluding such date), on the Noteholders' giving not less than 15 nor more than 30 days' notice to the Issuer.]]

**Tax Redemption:** Early redemption will be permitted if the Issuer has or will become obliged to pay certain additional amounts in respect of the Notes as a result of any change in the tax laws of a Relevant Jurisdiction, which cannot be avoided by the Issuer taking reasonable measures.

**Yield:** Based upon the Issue Price of [•], at the Issue Date the anticipated yield of the Notes is [•] per cent. [per annum/[•]].

**ERISA:** "Employee benefit plans" (a) within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that are subject to Title I of ERISA, (b) "plans" within the meaning of Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), that are subject to Section 4975 of the Code and (c) persons or entities whose underlying assets include, or are deemed to include, "plan assets" by reason of an investment in the person or entity under the U.S. Department of Labor regulation at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA, or otherwise for purposes of Title I of ERISA or Section 4975 of the Code (each of (a)-(c), a ("Benefit Plan Investor")); (x) with respect to Notes whose terms provide for payment in full of principal at their state maturity, may purchase or hold Notes (or an interest therein); and (y) with respect to Notes whose terms do not provide for payment in full of principal at their stated maturity, may not purchase or hold Notes (or an interest therein).

**Representative of the Noteholders:** See "Enforcement of Notes in Global Form" in C.8.

| C.10 | Derivative Components in Interest payment: | Not Applicable. Payments of interest on the Notes shall not involve any derivative component. |
| C.11 | Trading: | Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to: (i) trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("Euronext Dublin"); and (ii) listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, }
trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the relevant Issuer.

[Application has been made for the Notes to be admitted to [trading on the regulated market of Euronext Dublin] /[listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange] /[and will be distributed in [Ireland / Luxembourg / Austria / France / Germany / the Netherlands / Spain / United Kingdom]]

C.21 Listing:

Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to: (i) listing on the official list and trading on the regulated market of Euronext Dublin; and (ii) listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the relevant Issuer.

[Application has been made for the Notes to be admitted to [trading on the regulated market of Euronext Dublin] /[listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange].]

Section D - Risks

D.2 Risks Specific to the Issuer:4

- Performance in the financial services is affected by market conditions and the macroeconomic climate
- Low and negative interest rates in Switzerland and the eurozone could continue to negatively affect UBS AG's net interest income
- UBS AG's credit risk exposure to clients, trading counterparties and other financial institutions would increase under adverse economic conditions
- UBS AG's plans to ensure uninterrupted business dealings as the UK withdraws from the EU may not be effective
- Currency fluctuation
- Material legal and regulatory risks arise in the conduct of UBS AG's business
- Substantial changes in regulation may adversely affect UBS AG's business and its ability to execute its strategic plans
- UBS AG's stated capital returns objective is based, in part, on capital ratios that are subject to regulatory change and may fluctuate significantly
- The effect of taxes on UBS AG's financial results is significantly influenced by tax law changes and reassessments of its deferred tax assets
- Discontinuance of, or changes to, benchmark rates may require adjustments to UBS AG's agreements with clients and other market participants, as well as to UBS AG's systems and processes
- If UBS experiences financial difficulties, FINMA has the power to open

4 By virtue of the Base Prospectus Supplement dated 23 March 2020, the risk factors "Failure to maintain its capital strength may adversely affect UBS's ability to execute its strategy, its client franchise and its competitive position" and "Liquidity and funding" have been deleted in line with related amendments to the risk factors.
restructuring or liquidation proceedings or impose protective measures in relation to UBS Group AG, UBS AG or UBS Switzerland AG, and such proceedings or measures may have a material adverse effect on UBS's shareholders and creditors

- UBS AG's financial results may be negatively affected by changes to assumptions and valuations, as well as changes to accounting standards
- UBS AG may not be successful in the ongoing execution of its strategic plans
- Operational risks affect UBS AG's business
- UBS AG may not be successful in implementing changes in its wealth management businesses to meet changing market, regulatory and other conditions
- UBS AG may be unable to identify or capture revenue or competitive opportunities, or retain and attract qualified employees
- UBS AG depends on its risk management and control processes to avoid or limit potential losses in its businesses
- UBS AG's operating results, financial conditions and ability to pay its obligations in the future may be affected by funding, dividends and other distributions received from UBS Switzerland AG, UBS Americas Holdings LLC, UBS Europe SE and other subsidiaries, which may be subject to restrictions
- UBS AG's reputation is critical to its success
- Liquidity and funding management are critical to UBS AG's ongoing performance

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<tr>
<th>D.3</th>
<th>Risks Specific to the Notes:5</th>
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<tbody>
<tr>
<td></td>
<td>• There is no active trading market for the Notes - The Notes may not be actively traded creating a lack of liquidity and resulting in the Notes trading at a discount to their initial offering price.</td>
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<td>• Ratings - Credit ratings may be subject to suspension, change or withdrawal.</td>
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<td>• Interest rate risks - Investment in fixed rate Notes carries the risk of loss of value of the Notes.</td>
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<td></td>
<td>• The method pursuant to which the Rate of Interest for any Floating Rate Notes is determined may adversely affect the value and return on such Notes – Certain reference rates, including LIBOR, are the subject of ongoing national and international regulatory scrutiny and reforms.</td>
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<td>• Floating Rate Notes – Fallbacks – The terms of floating rate Notes contain certain fallbacks which apply if the rate of interest cannot be determined using the relevant reference rate. The application of these fallbacks may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments of interest that would have been made had the relevant reference rate remained available.</td>
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5 By virtue of the Base Prospectus Supplement dated 23 March 2020, the risk factor "UBS has announced its intention to make certain structural changes in light of regulatory trends and requirements and the Terms and Conditions of the Notes do not contain any restrictions on the Issuer's or UBS's ability to restructure its business" has been deleted and a new risk factor relating to the Group's legal structure has been inserted in Element D.3 in line with a related amendment to the risk factors.
Floating Rate Notes – Benchmark Replacement – If specified as applicable in the relevant Final Terms, the terms of floating rate Notes will contain one of two types of a benchmark replacement condition. Provided certain conditions have been satisfied, each benchmark replacement condition will operate in the event that the relevant reference rate has been discontinued or does not, or whose administrator or sponsor does not, fulfil any legal or regulatory requirement applicable to such administrator, sponsor and/or the relevant reference rate. The application of a benchmark replacement condition may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments of interest that would have been made had the relevant reference rate remained available.

The market continues to develop in relation to the use of SOFR as a reference rate - The market continues to develop in relation to SOFR as a reference rate for floating rate notes and the manner in which the rate is calculated is subject to change.

Notes issued at a substantial discount or premium - The market value of securities issued at a discount or a premium are subject to greater fluctuations compared to conventional interest-bearing securities.

The Notes may be redeemed prior to maturity - An optional redemption feature is likely to limit the market value of the Notes.

If the Issuer experiences financial difficulties, FINMA has the power to open restructuring or liquidation proceedings in respect of, and/or impose protective measures in relation to, the Issuer, which proceedings or measures may have a material adverse effect on the terms and market value of Notes and/or the ability of the Issuer to make payments thereunder - If the Issuer experiences financial difficulties, FINMA has the authority to open restructuring proceedings or liquidation proceedings in respect of, and/or impose protective measures in relation to, the Issuer, which proceedings or measures may have a material adverse effect on the terms and market value of the Notes and/or the ability of the Issuer to make payments thereunder. FINMA is granted significant discretion in connection with such proceedings and measures, including, in particular, in the case of restructuring proceedings, the discretion to force the conversion of the Issuer's debt (including the Issuer's obligations under the Notes) into equity and/or a full or partial write-off of the obligations owed by the Issuer (including the Issuer's obligations under the Notes), in each case, subject to certain limitations.

Because the Global Notes are held by or on behalf of Euroclear, Clearstream Luxembourg, Clearstream Frankfurt, SIS and/or DTC, investors will have to rely on their procedures for transfer, payment and communication with the Issuer - As the Issuer will make payments in respect of any Note held in a global form through the relevant clearing system, the beneficial holders of such Notes will need to rely on the procedures of the relevant clearing system in respect of payments relating to the Notes, as well as exercising of voting rights.

Subordinated Notes are subordinated to most of the Issuer's liabilities - The Issuer's obligations in respect of any Tranche of Notes specified to be subordinated, will rank below the obligations to senior creditors of the Issuer (including any unsubordinated, unsecured creditors) in the event of voluntary or involuntary liquidation or bankruptcy of the Issuer.

Automatic Exchange of Information in Tax Matters - In 2014, Switzerland signed the Multilateral Competent Authority Agreement (the "MCAA"), which is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the
uniform implementation of Automatic Exchange of Information (the "AEOI"). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the "AEOI Act") entered into force on 1 January 2017, which is the legal basis for the implementation of the AEOI standard in Switzerland.

- The AEOI is being introduced in Switzerland through bilateral agreements and multilateral agreements and, based on such agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or in a treaty state.

- Potential changes in Swiss withholding tax legislation - On 4 November 2015, the Swiss Federal Council announced that it had mandated the Swiss Federal Finance Department to appoint a group of experts to prepare a proposal for a reform of the Swiss withholding tax system. This proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. This paying agent-based regime is expected to be similar to the one contained in the draft legislation published by the Swiss Federal Council on 17 December 2014, which was subsequently withdrawn on 24 June 2015.

- If such a new paying agent-based regime were to be enacted and were to result in the deduction or withholding of Swiss withholding tax on any interest payments in respect of a Note by any other person other than the Issuer, the holder of such Note would not be entitled to receive any Additional Amounts as a result of such deduction or withholding under the terms of the Notes.

- UBS AG has made certain structural changes in light of regulatory trends and requirements and the Terms and Conditions do not contain any restrictions on change of control events or on the Issuer’s or UBS’s ability to restructure its business - UBS has implemented certain changes to its legal structure, and continues to consider further changes, in response to regulatory requirements. The Terms and Conditions of the Notes contain no restrictions on change of control events or structural changes, and no event of default, requirement to repurchase the Notes or other event will be triggered under the Terms and Conditions of the Notes as a result of such changes. There can be no assurance that such changes, should they occur, would not adversely affect the credit rating of the Issuer and/or increase the likelihood of the occurrence of an event of default. Such changes, should they occur, may adversely affect the Issuer’s ability to redeem or pay interest on the Notes.

- Section 871(m) - Payments in respect of Notes that reference one or more dividend paying U.S. equity securities may be treated as "dividend-equivalents" and may be subject to U.S. withholding tax pursuant to section 871(m) of the U.S. Tax Code.

There are also certain risks relating to the Notes generally.

In addition to the above, there are risks specific to Renminbi-denominated Notes:

- **Remminbi is not freely convertible and there are significant restrictions on the remittance of Remminbi into and out of the PRC which may adversely affect the liquidity of Remminbi Notes** - Certain restrictions may affect the ability of the Issuer to source Remminbi to finance its obligations under Notes denominated in Remminbi.

- **There is only limited availability of Remminbi outside the PRC, which may**
The limited availability of the Renminbi outside the PRC (due to restrictions) may affect the ability of the Issuer to source Renminbi to finance its obligations under Notes denominated in Renminbi.

- **Investment in the Renminbi Notes is subject to exchange rate risks** - Changes in economic and political conditions may have an impact on the value of the Renminbi against the US dollar. Furthermore, changes in policies may also heighten the interest rate volatility. These factors could result in a decline of the value of a holder's investment.

- **Investment in the Renminbi Notes is subject to currency risk** - Under certain circumstances, the Issuer is entitled to make payments in U.S. dollars in relation to Renminbi denominated Notes.

- **Investment in the Renminbi Notes is subject to interest rate risks** - The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility.

- **Payments with respect to the Renminbi Notes may be made only in the manner designated in the terms and conditions of the relevant Renminbi Note** - All payments will be made in accordance with the modes of payment prescribed in the Terms and Conditions of the Notes and no other means of payment may be utilised by the Issuer.

- **Gains on transfer may be subject to income taxes under PRC tax laws** - Under PRC law, non-PRC resident enterprise or individual holders of Renminbi-denominated Notes may become subject to income tax on the gains from the transfer of their holdings of such Notes.

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**Section E – Offer**

**E.2b Reasons for the Offer and Use of Proceeds:**

The net proceeds of the issue of each Series or Tranche of Notes issued by any Branch will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS AG Group, in each case outside Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland. The net proceeds of the issue of each Series or Tranche of Notes issued by UBS Head Office will be used by the Issuer for its general corporate purposes or towards meeting the general financing requirements of the UBS AG Group.

**E.3 Terms and Conditions of the Offer:**

Notes may be issued at any price and on a fully paid basis, as specified in the relevant Final Terms, or Drawdown Prospectus. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

[The Terms and Conditions of any Public Offer shall be published by the relevant Authorised Offeror on its website at the relevant time.]

[The Issue Price of the Notes is ＊ per cent. of their nominal amount.]

**E.4 Interests Material to the Issue:**

[A description of any interest that is material to the issue/offer including conflicting interests.]

The Issuer has appointed UBS AG London Branch, UBS AG, UBS Europe SE and UBS Securities LLC and any other Dealer appointed from time to time (the "Dealers") as Dealers for the Programme. The arrangements under which Notes may from time to time be agreed to be sold by the relevant Issuer to, and purchased by, Dealers are set out in the Dealer Agreement made between the Issuer and the
Dealers.

[Syndicated Issue: The Issuer has appointed •, • and • (the "Managers") as Managers of the issue of the Notes. The arrangements under which the Notes are sold by the Issuer to, and purchased by, Managers are set out in the Subscription Agreement made between the Issuer and the Managers] [Non-Syndicated Issue: The Issuer has appointed • (the "Dealer") as Dealer in respect of the issue of the Notes. The arrangements under which the Notes are sold by the Issuer to, and purchased by, Dealer are set out in the Dealer Agreement made between, amongst others, the Issuer and the Dealer.]

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<tr>
<th>E.7</th>
<th>Estimated Expenses:</th>
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<tr>
<td></td>
<td>Except as provided in the relevant Final Terms or Drawdown Prospectus, no expenses will be chargeable by the relevant Issuer to a Noteholder in connection with any offer of Notes. Any expenses chargeable by an Authorised Offeror to an Investor shall be charged in accordance with any contractual arrangements agreed between the Investor and such Authorised Offeror at the time of the relevant offer.</td>
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