

Dated 24 June 2014



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**"), 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). The Issuer together with its subsidiaries is referred to herein as "**UBS**", "**UBS Group**" 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 Directive 2003/71/EC, as amended (the "**Prospectus Directive**"). 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 of the Irish Stock Exchange (the "**Main Securities Market**") or other regulated markets for the purposes of Directive 2004/39/EC or which are to be offered to the public in any member state of the European Economic Area. There can be no assurance that any such admission to trading will be obtained. Application has been made to the Irish Stock Exchange (the "**Irish Stock Exchange**") for Notes issued under the Programme during the 12 months from the date of the Base Prospectus to be admitted to the official list and trading on its 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 the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

Application has been made to the Irish Stock Exchange for the approval of this document as Base Listing Particulars (the "**Base Listing Particulars**"). Application has been made to the Irish Stock Exchange for Notes issued under the Programme during the 12 months from the date of the 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 the Irish Stock Exchange. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC.

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 Directive 2004/39/EC. The Luxembourg Stock Exchange's Euro MTF Market is not a regulated market for the purposes of Directive 2004/39/EC.

It is expected that the Base Listing Particulars will be submitted to the SIX Swiss Exchange Ltd (the "**SIX Swiss Exchange**") 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 to be listed on the SIX Swiss Exchange during the 12 months from the date of this Base Listing Particulars, 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, a pricing supplement specific to such issue of Notes (each a "**Pricing Supplement**"), will be prepared.

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, Belgium, France, Germany, the Netherlands and Spain.

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 the 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 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.

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.

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 Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") 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". Ireland, Luxembourg, Austria, Belgium, 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 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 (iv) 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 the the Irish Stock Exchange (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 2004/39/EC of the European Parliament and of the Council on markets in financial instruments, including under any applicable implementing measure in each relevant jurisdiction ("**MiFID**"); 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 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 (iv) 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 Prospectus.

Authorised Offerors

The financial intermediaries referred to in paragraphs (ii), (iii) and (iv) 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.

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 the Base Prospectus/Base Listing Particulars or the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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 or (iii) is intended to constitute nor should be considered as the provision of "financial product advice" for the purposes of Chapter 7 of the Corporations Act 2001 of Australia ("**Corporations Act**"). 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.

The distribution of this Base Prospectus/Base Listing Particulars and any Final Terms, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement and other offering material relating to the Notes, see "*Selling Restrictions*" and the relevant Final Terms, Drawdown Prospectus or Pricing Supplement. Neither this Base Prospectus/Base Listing Particulars nor any Final Terms, Drawdown Prospectus or Pricing Supplement 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 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 (as defined in Regulation S under the Securities Act ("**Regulation S**")), 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" only (as defined in Rule 144A under the Securities Act ("**Rule 144A**")) in reliance on Rule 144A and (B) in registered, bearer or uncertificated form outside the United States to non-U.S. persons only (as defined in Regulation S) in reliance on Regulation S. 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.

NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, 1955 ("RSA 421-B**") WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE OF NEW HAMPSHIRE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.**

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 the offer. If an investor is in any doubt about any of the contents of this document, the investor should obtain independent professional advice.

DEFINITIONS

All references in this document to "**Member State**" refer to a Member State of the European Economic Area, those to "**US dollars**", "**USD**" and "**US\$**" refer to the currency of the United States of America, those to "**Japanese Yen**" and "**JPY**" refer to the currency of Japan, those to "**Renminbi**", "**RMB**", "**Chinese Yuan**" and "**CNY**" refer to the currency of the PRC, those to "**HK\$**" and "**Hong Kong dollars**" refer to the currency of Hong Kong, those to "**Pounds sterling**" and "**GBP**" refer to the currency of the United Kingdom, those to "**Swiss francs**" and "**CHF**" refer to the currency of Switzerland, those to "**Australian dollars**", "**AUD**" and "**A\$**" refer to the currency of Australia and those to "**euro**" and "**€**" refer 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. All references to "**United States**" or "**U.S.**" are to the United States of America, those to "**China**" and the "**PRC**" mean the People's Republic of China and for geographical reference only (unless otherwise stated) exclude Taiwan, Macau and Hong Kong; those to "**Hong Kong**" are to the Hong Kong Special Administrative Region of the People's Republic of China, those to "**Singapore**" are to the Republic of Singapore, those to "**Switzerland**" are to the Swiss Confederation, those to "**Australia**" are to the Commonwealth of Australia, and all references to "**United Kingdom**" are to the United Kingdom of Great Britain and Northern Ireland.

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, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. 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 be ended 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

Tranches of Notes issued under the Programme will be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) described below or the rating(s) assigned to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement. Whether or not each credit rating applied for in relation to a relevant Tranche of Notes will be (1) issued by a credit rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 on credit rating agencies, as amended (the "**CRA Regulation**"), or (2) issued by a credit rating agency which is not established in the European Union but will be endorsed by a credit rating agency which is established in the European Union and registered under the CRA Regulation or (3) issued by a credit rating agency which is not established in the European Union but which is certified under the CRA Regulation will be disclosed in the Final Terms, Drawdown Prospectus or Pricing Supplement.

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 European Union but is endorsed by a credit rating agency established in the European Union 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.

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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 to Notes which are issued under the Prospectus Directive regime.

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.

Section A – Introduction and Warnings		
A.1	Introduction:	<p><i>Warning that:</i></p> <ul style="list-style-type: none"> • <i>this summary should be read as introduction to the Base Prospectus;</i> • <i>any decision to invest in the Notes should be based on consideration of the Base Prospectus as a whole by the investor;</i> • <i>where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated; and</i> • <i>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.</i>
A.2	Consent:	<p><i>[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 2004/39/EC) on the following basis:</i></p> <p><i>(a) the relevant Public Offer must occur during the period from and including [●] to but excluding [●](the "Offer Period");</i></p> <p><i>(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 [●].</i></p> <p><i>The Issuer consents to the use of the Base Prospectus in connection with a Public Offer of the Notes by [●] on the following basis:</i></p>

		<p>(a) the relevant Public Offer must occur during the period from and including including [●] to but excluding [●](the "Offer Period");</p> <p>(b) the relevant Authorised Offeror must satisfy the following conditions: [●] .]</p>
		<p>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 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.]</p>

Section B – Issuer		
B.1	<p>Legal name of the Issuer:</p> <p>Commercial name of the Issuer:</p>	<p>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") 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, or such other branch outside Switzerland, a "Branch")). The Issuer together with its subsidiaries, herein after "UBS", "UBS Group" or the "Group".</p> <p>[UBS Head Office/UBS AG London Branch/UBS AG Jersey Branch/UBS AG Australia Branch/UBS AG [name of Branch]]</p> <p>UBS AG</p>
B.2	Domicile, legal form, legislation and country of incorporation of the Issuers:	The Issuer is incorporated and domiciled in Switzerland and operates under the Swiss Code of Obligations and Swiss Federal Banking Law as an Aktiengesellschaft, a corporation that has issued shares of common stock to investors.
B.4b	Trends:	As stated in the outlook statement presented in UBS AG's first quarter 2014 report, including unaudited consolidated financial statements of UBS Group and issued on 6 May 2014, at the start of the second quarter of 2014, many of the underlying challenges and geopolitical issues that UBS has previously highlighted remain. The continued absence of sustained and credible improvements to unresolved issues in Europe, continuing US fiscal and monetary policy issues, geopolitical instability and the mixed outlook for global growth would make improvements in prevailing market conditions unlikely. Despite

		these challenges, UBS will continue to execute on its strategy in order to ensure the firm's long-term success and to deliver sustainable returns for shareholders.
B.5	The Group:	<p>UBS AG is the parent company of the Group. Neither the business divisions of UBS nor the Corporate Center are separate legal entities. Currently, they primarily operate out of UBS AG, through its branches worldwide. Businesses also operate through local subsidiaries where necessary or desirable.</p> <p>UBS has announced that it intends to establish a group holding company through a share for share exchange offer, which will commence later this year, subject to regulatory approvals. UBS has also announced that it intends to establish a banking subsidiary in Switzerland in mid-2015. The scope of this future subsidiary's business is expected to include the Retail & Corporate business and the Swiss-booked Wealth Management business.</p> <p>In the UK, and in consultation with the UK and Swiss regulators, UBS expects to commence the implementation of a revised business and operating model for UBS Limited in the second quarter of 2014. This will result in UBS Limited bearing and retaining a greater degree of the risk and reward of its business activities. UBS AG expects to increase the capitalization of UBS Limited accordingly.</p> <p>In the US, UBS will comply with new rules for banks under the Dodd-Frank Wall Street Reform and Consumer Protection Act that will require an intermediate holding company to own all of its operations other than US branches of UBS AG by 1 July 2016. As a result, UBS will designate an intermediate holding company to hold all US subsidiaries of UBS.</p>
B.9	Profit Estimate:	Not Applicable. The Issuer has not made any profit estimates or forecasts in the Base Prospectus.
B.10	Audit Report Qualifications:	Not Applicable. There are no qualifications in the audit reports on the Issuer's audited financial statements for the years ended on 31 December 2013 and 31 December 2012.

B.12	Selected Key Financial Information:	<p data-bbox="587 152 994 181">Selected Consolidated Financial Data</p> <p data-bbox="587 210 1358 607">UBS AG derived the following selected consolidated financial data from (i) its annual report 2013, containing the audited consolidated financial statements of UBS Group, as well as additional unaudited consolidated financial data for the year ended 31 December 2013 (including comparative figures for the years ended 31 December 2012 and 2011), and (ii) its report for the first quarter 2014, containing the unaudited consolidated financial statements of UBS Group, as well as additional unaudited consolidated financial data as of or for the quarter ended 31 March 2014 (including comparative figures as or for the quarter ended 31 March 2013). The consolidated financial statements were prepared in accordance with International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board ("IASB") and stated in Swiss francs ("CHF").</p>
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CHF million, except where indicated	As of or for the quarter ended		As of or for the year ended		
	31.3.14	31.3.13	31.12.13	31.12.12	31.12.11
	unaudited		audited, except where indicated		
Group results					
Operating income.....	7,258	7,775	27,732	25,423	27,788
Operating expenses.....	5,865	6,327	24,461	27,216	22,482
Operating profit/(loss) before tax	1,393	1,447	3,272	(1,794)	5,307
Net profit / (loss) attributable to UBS shareholders	1,054	988	3,172	(2,480)	4,138
Diluted earnings per share (CHF)	0.27	0.26	0.83	(0.66)	1.08
Key performance indicators					
Profitability					
Return on equity (RoE) (%) ¹	8.7	8.5	6.7*	(5.1)*	9.1*
Return on assets, gross (%) ²	2.9	2.5	2.5*	1.9*	2.1*
Cost / income ratio (%) ³	81.1	81.2	88.0*	106.6*	80.7*
Growth					
Net profit growth (%) ⁴	14.9				(44.5)*
Net new money growth for combined wealth management businesses (%) ⁵	2.9	5.9	3.4*	3.2*	2.4*
Resources					
Common equity tier 1 capital ratio (fully applied, %) ^{6,7}	13.2	10.1	12.8*	9.8*	
Swiss SRB leverage ratio (phase-in, %) ⁸	5.0	3.8	4.7*	3.6*	
Additional information					
Profitability					
Return on tangible equity (%) ⁹	10.2	10.1	8.0*	1.6*	11.9*
Return on risk-weighted assets, gross (%) ¹⁰	12.6	11.9	11.4*	12.0*	13.7*
Resources					
Total assets.....	982,530	1,213,844	1,018,374* ¹¹	1,259,797	1,416,962
Equity attributable to UBS shareholders.....	49,023	47,239	48,002	45,949	48,530
Common equity tier 1 capital (fully applied) ⁷	29,937	26,176	28,908	25,182*	
Common equity tier 1 capital (phase-in) ⁷	41,187	40,235	42,179	40,032*	
Risk-weighted assets (fully applied) ⁷	226,805	258,701	225,153	258,113*	
Risk-weighted assets (phase-in) ⁷	229,879	262,454	228,557	261,800*	
Common equity tier 1 capital ratio (phase-in, %) ^{6,7}	17.9	15.3	18.5*	15.3*	
Total capital ratio (fully applied, %) ⁷	16.8	11.8	15.4*	11.4*	
Total capital ratio (phase- in, %) ⁷	22.7	18.9	22.2*	18.9*	
Other					
Invested assets (CHF billion) ¹²	2,424	2,373	2,390	2,230	2,088
Personnel (full-time equivalents)	60,326	61,782	60,205*	62,628*	64,820*
Market capitalization	70,180	55,827	65,007*	54,729*	42,843*
Total book value per share (CHF).....	13.07	12.57	12.74*	12.26*	12.95*
Tangible book value per share (CHF).....	11.41	10.79	11.07*	10.54*	10.36*

		<p>* unaudited</p> <p>¹ Net profit / loss attributable to UBS shareholders (annualized as applicable) / average equity attributable to UBS shareholders. ² Operating income before credit loss (expense) or recovery (annualized as applicable) / average total assets. ³ Operating expenses / operating income before credit loss (expense) or recovery. ⁴ Change in net profit attributable to UBS shareholders from continuing operations between current and comparison periods / net profit attributable to UBS shareholders from continuing operations of comparison period. Not meaningful and not included if either the reporting period or the comparison period is a loss period. ⁵ Combined Wealth Management's and Wealth Management Americas' net new money for the period (annualized as applicable) / invested assets at the beginning of the period. ⁶ Common equity tier 1 capital / risk-weighted assets. ⁷ Based on the Basel III framework as applicable to Swiss systemically relevant banks (SRB), which became effective in Switzerland on 1 January 2013. The information provided on a fully applied basis entirely reflects the effects of the new capital deductions and the phase out of ineligible capital instruments. The information provided on a phase-in basis gradually reflects those effects during the transition period. Numbers for 31 December 2012 are on a pro-forma basis. ⁸ Swiss SRB Basel III common equity tier 1 capital and loss-absorbing capital / total adjusted exposure (leverage ratio denominator). The Swiss SRB leverage ratio came into force on 1 January 2013. Numbers for 31 December 2012 are on a pro-forma basis. ⁹ Net profit / loss attributable to UBS shareholders before amortization and impairment of goodwill and intangible assets (annualized as applicable) / average equity attributable to UBS shareholders less average goodwill and intangible assets. ¹⁰ Operating income before credit loss (expense) or recovery (annualized as applicable) / average risk-weighted assets. Based on Basel III risk-weighted assets (phase-in) for 2014 and 2013, on Basel 2.5 risk-weighted assets for 2012 and on Basel II risk-weighted assets for 2011. ¹¹ On 1 January 2014, UBS Group adopted <i>Offsetting Financial Assets and Financial Liabilities</i> (Amendments to IAS 32, <i>Financial Instruments: Presentation</i>). The prior period balance sheet as of 31 December 2013 was restated to reflect the effects of adopting these amendments to IAS 32. ¹² Group invested assets includes invested assets for Retail & Corporate.</p> <p>There has been no material adverse change in the prospects of the Issuer since 31 December 2013.</p> <p>There has been no significant change in the financial or trading position of the UBS Group since 31 March 2014.</p>
B.13	Recent Events:	Not Applicable. There have been no recent events particular to the Issuer which are to a material extent relevant to the evaluation of such Issuer's solvency.
B.14	Dependence upon other entities within the Group:	UBS AG is the parent company of the UBS Group. As such, to a certain extent, it is dependent on certain of its subsidiaries.
B.15	The Issuers' Principal Activities:	UBS draws on its over 150-year heritage to serve private, institutional and corporate clients worldwide, as well as retail clients in Switzerland. UBS's business strategy is centered on its (in UBS's own opinion) pre-eminent global wealth management businesses and its (in UBS's own opinion) leading universal bank in Switzerland, complemented by its Global Asset Management business and its Investment Bank, with a focus on capital efficiency and businesses that offer a superior structural growth and profitability outlook. Headquartered in Zurich and Basel, Switzerland, UBS has offices in more than 50 countries, including all major financial centers.
B.16	Controlling Persons:	As of 31 March 2014, the following shareholders (acting in their own name or in their capacity as nominees for other investors or beneficial owners) were registered in the share register with 3% or more of the total share capital of UBS AG: Chase Nominees Ltd., London (11.98%); GIC Private Limited, Singapore (6.39%); the US securities clearing organisation DTC (Cede & Co.) New York, "The Depository Trust Company" (6.28%); and Nortrust Nominees Ltd., London (3.51%).

		<p>The following are the most recent notifications of holdings in UBS AG's share capital filed in accordance with the Swiss Stock Exchange Act, based on UBS AG's registered share capital at the time of the disclosure: (i) 18 September 2013, Government of Singapore Investment Corp disclosed a change of its corporate name to GIC Private Limited and a holding of 6.40%; (ii) 30 September 2011, Norges Bank (the Central Bank of Norway), 3.04%; (iii) 17 December 2009, BlackRock Inc., New York, USA, 3.45%.</p>
B.17	Ratings assigned to the Issuers or their Debt Securities:	<p>As at the date of this Base Prospectus, the Issuer has a long-term senior debt rating of A (with a negative outlook) from Standard & Poor's Credit Market Services Europe Limited ("Standard & Poor's"), A2 (with a stable outlook) from Moody's Investors Service, Inc. which is not established in the European Economic Area ("EEA") and is not certified under the Regulation (EC) No 1060/2009, as amended (the "CRA Regulation"), but the rating it has issued is endorsed by Moody's Investors Service Ltd., a credit rating agency established in the EEA and registered under the CRA Regulation, and A (with a stable outlook) from Fitch Ratings Limited ("Fitch"). Notes may be rated or unrated. Unless otherwise specified in the relevant Final Terms or Drawdown Prospectus, Notes issued under the Programme have been rated A (long-term senior notes) by Standard & Poor's, A (long term senior Notes (excluding Notes issued by UBS AG Australia Branch)) by Fitch, A (long-term senior Notes) by Fitch Australia Pty Ltd., and A2 (long-term senior Notes) by Moody's. Each of Standard & Poor's, Moody's and Fitch is established in the EEA and registered under the CRA Regulation. Fitch Australia Pty Ltd. is neither established in the EEA nor registered under the CRA Regulation.</p>
Section C – The Notes		
C.1	Type and Class of Securities:	<p>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.</p> <p><i>[The Notes are issued as Series number [•], Tranche number [•].]</i></p> <p><i>[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/Drawdown Prospectus].]</i></p> <p>Class of Notes: The Notes will be issued on a Senior or Subordinated basis (as defined below). Please also see C.8</p> <p>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.</p> <p>[ISIN Code: [•]]</p> <p>Common Code: [•/]</p>

C.2	Currency of the Securities Issue:	<p>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.</p> <p>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.</p> <p><i>[The Notes are denominated in [•].]</i></p>
C.5	Restrictions on Free Transferability:	<p>The Issuer and the Dealers have agreed certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material.</p>
C.8	The Rights Attaching to the Securities, including Ranking and Limitations to those Rights:	<p>Status of the Notes: Notes will be issued on a senior basis (the "Senior Notes") or subordinated basis (the "Subordinated Notes").</p> <p><i>[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 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 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.]]</i></p> <p>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.</p> <p>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.</p>

		<p>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.</p> <p>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 (other than SIS Notes) and all non-contractual obligations arising out of or in connection with the Notes (other than SIS Notes) are governed by English law, except for, in the case of Subordinated Notes, Condition 5(b) (<i>Status of the Notes - In the case of Subordinated Notes</i>), which is governed by Swiss law.</p> <p>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 Agent.</p> <p>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 Issue and Paying Agency Agreement and the Deed of Covenant.</p> <p>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).</p>
C.9	The Rights Attaching to the Securities (Continued), Including Information as to Interest, Maturity, Yield and the Representative of the Holders:	<p>See C.8 for a description of the rights attaching to the Notes, ranking and limitations.</p> <p>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 amortisation of the Notes, including the repayment procedures and an indication of yield will be specified in the relevant Final Terms or Drawdown Prospectus.</p>
		<i>[Interest: The Notes bear interest from [•] at a fixed rate of [•] per cent. per annum payable in arrear on [•].]</i>
		<i>[The Notes bear interest [from their date of issue] at a floating rate</i>

		<p>calculated by reference to [BBSW / CDOR / EURIBOR / HIBOR / JPY TSR / LIBOR / NIBOR / SHIBOR / SOR / 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].]</p> <p>[Interest: The Notes do not bear interest.]</p>
		<p>Maturities: The Notes may be issued with any maturity subject to compliance with all relevant legal or regulatory requirements.</p> <p>The minimum maturity for Subordinated Notes is 5 years.</p>
		<p>[Maturity Date: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed on [•].]</p>
		<p>Redemption: Notes will be redeemable at par or at such other redemption amount as may be specified in the relevant Drawdown Prospectus.</p>
		<p>[Final Redemption Amount: Unless previously redeemed, or purchased and cancelled, each Note will be redeemed at 100 per cent. of its nominal amount.]</p>
		<p>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.</p> <p>[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 Agent and the relevant Registrar, (which notices shall be irrevocable).]</p>
		<p>[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.]</p>
		<p>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.</p> <p>Yield: The yield of each Tranche of Notes will be calculated on an annual or semi-annual basis using the relevant Issue Price at the relevant Issue Date.</p>
		<p>[Yield: Based upon the Issue Price of [•], at the Issue Date the anticipated yield of the Notes is [•] per cent. [per annum/[•]].]</p>
		<p>ERISA: Employee benefit plans subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") and any "plan" as defined in and subject to the provisions</p>

		of Section 4975 of the U.S. Internal Revenue Code (the " Code ") (including any entity whose underlying assets include, or are deemed for purposes of ERISA or the Code to include, the assets of any such employee benefit plan or plan for the purposes of 29 C.F.R. § 2510.3-101 and Section 3(42) of ERISA) or otherwise for purposes of Section 406 of ERISA or Section 4975 of the Code (each, a " Benefit Plan Investor "), (i) with respect to Notes whose terms provide for payment in full of principal at their state maturity, may purchase or hold Notes (or any interest therein) and (ii) 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 any interest therein).
		Representative of the Noteholders: See " <i>Enforcement of Instruments in Global Form</i> " 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:	<p>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; 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.</p> <p><i>[Application has been made for the Notes to be admitted to [trading on the regulated markets of the Irish Stock Exchange]/[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 / Belgium / France / Germany / the Netherlands / Spain / United Kingdom]]</i></p>
C.21	Listing:	<p>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 the Irish Stock Exchange; 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.</p> <p><i>[Application has been made for the Notes to be admitted to [trading on the regulated markets of the Irish Stock Exchange]/[listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange]</i></p>
	Section D - Risks	
D.2	Risks Specific to the Issuer:	<ul style="list-style-type: none"> Regulatory and legislative changes may adversely affect UBS's business and the ability to execute its strategic plans. UBS's capital strength is important in supporting its strategy,

		<p>client franchise and competitive position.</p> <ul style="list-style-type: none"> • UBS may not be successful in completing its announced strategic plans or in implementing changes in its businesses to meet changing market, regulatory and other conditions. • Material legal and regulatory risks arise in the conduct of UBS's business. • Operational risk may affect UBS's business. • UBS's reputation is critical to the success of its business. • Performance in the financial services industries is affected by market conditions and macroeconomic climate. • UBS holds legacy and other risk positions that may be adversely affected by conditions in the financial markets; legacy risk positions may be difficult to liquidate. • UBS's global presence subjects it to risk from currency fluctuations. • UBS is dependent upon its risk management and control processes to avoid or limit potential losses in its counterparty credit and trading businesses. • Valuations of certain positions rely on models; models have inherent limitations and may use inputs which have no observable source. • Liquidity and funding management are critical to UBS's ongoing performance. • UBS might be unable to identify or capture revenue or competitive opportunities, or retain and attract qualified employees. • UBS's financial results may be negatively affected by changes to accounting standards. • UBS's financial results may be negatively affected by changes to assumptions supporting the value of its goodwill. • The effect of taxes on UBS's financial results is significantly influenced by reassessments of its deferred tax assets.
D.3	Risks Specific to the Notes:	<ul style="list-style-type: none"> • <i>No active trading market for the Notes</i> – The Notes may not be actively traded creating a lack of liquidity and resulting in the Instruments trading at a discount to their initial offering price. • <i>Ratings</i> – Credit ratings may be subject to suspension, change or withdrawal. • <i>Interest rates and fixed rate Notes</i> – Investment in fixed rate Notes carries the risk of loss of value of the Notes. • <i>Notes issued at a substantial discount or premium</i> – the market value of securities issued at a discount or a premium are subject to greater fluctuations compared to conventional interest-bearing

		<p>securities.</p> <ul style="list-style-type: none"> • <i>Instruments may be redeemed prior to maturity</i> – An optional redemption feature is likely to limit the market value of the Instruments. • <i>FINMA's powers may have a material adverse effect</i> - 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. • <i>Reliance on the procedures of the clearing systems</i> – As the Issuer will make payments in respect of any Note held in a global form or an uncertificated 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. • <i>Subordinated to most of the Issuer's liabilities</i> – The Issuer's obligations in respect of any Tranche of Instruments 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. • <i>Payments through Swiss paying agents may be subject to foreign withholding taxes</i> – Treaties between Switzerland and the United Kingdom and between Switzerland and Austria have recently entered into effect, which require a Swiss paying agent to levy final withholding tax at specified rates in respect of an individual resident in the United Kingdom or resident in Austria, as applicable, on interest or capital gain paid, or credited to an account, relating to the Notes. The final withholding tax substitutes the United Kingdom or Austrian income tax, as applicable, on such income or interest or capital gain. Switzerland may conclude similar treaties with other European countries in the future. • <i>Amendments to the Swiss withholding tax act</i> – In 2011, draft legislation in Switzerland was proposed that, if enacted, may require a paying agent in Switzerland to deduct Swiss withholding tax at a rate of 35 per cent. on any payment of interest in respect of a Note to an individual resident on Switzerland or to a person resident outside Switzerland. In such a case or in the case of the enactment of any similar legislation, neither the Issuer nor any paying agent nor any other person would be obliged under the Terms and Conditions of the Notes to pay additional amounts with respect to any Note as a result of the
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		<p>deduction or imposition of such withholding tax.</p> <ul style="list-style-type: none"> • <i>Certain Notes may be subject to U.S. withholding tax under section 871(m)</i> – Payments in respect of Notes that are linked to U.S.-source dividends 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. • <i>Notes may be subject to U.S. withholding tax under FATCA</i> – Payments in respect of the Notes may become subject to U.S. withholding tax pursuant to section 1471 through 1474 of the U.S. Tax Code (commonly referred to as "FATCA"). • <i>Proposed financial transactions tax</i> – the introduction of a financial transactions tax could make dealings in financial instruments and derivatives more costly and could adversely affect the business of the Issuer. <p>There are also certain risks relating to the Instruments generally, such as the application of the EU Savings Tax Directive.</p> <p>In addition to the above, there are risks specific to Renminbi-denominated Instruments:</p> <ul style="list-style-type: none"> • <i>Renminbi is not freely convertible</i> - Capital account convertibility restrictions may affect the ability of the Issuer to source Renminbi to finance its obligations under Instruments denominated in Renminbi. • <i>Limited availability of Renminbi outside the People's Republic of China</i> - The limited availability of the Renminbi outside the People's Republic of China (due to restrictions) may affect the ability of the Issuer to source Renminbi to finance its obligations under Instruments denominated in Renminbi. • <i>Investment is subject to exchange rate and interest rate risks</i> - Changes in economic and political conditions may have an impact on the value of the Renminbi against the U.S. 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. • <i>Investment is subject to currency risk</i> – Under certain circumstances, the Issuer is entitled to make payments in U.S. dollars in relation to Renminbi denominated Instruments. • <i>Restricted methods of payment</i> - All payments will be made in accordance with the modes of payment prescribed in the terms and conditions of the relevant Instruments and no other means of payment may be utilised by the Issuer. • <i>Gains on transfer may be subject to income taxes</i> - Under the PRC Enterprise Income Tax Law, non-resident enterprise holders of Renminbi-denominated Instruments may become subject to income tax on the gains from the transfer of their holdings of Renminbi-denominated Instruments. • <i>Remittance of proceeds</i> – The Issuer's ability to remit proceeds into or out of the People's Republic of China depends on
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		obtaining the necessary government approvals. This may have an impact on the Issuer's ability to finance its obligations in relation to Renminbi-denominated Instruments.
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 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 Group.
E.3	Terms and Conditions of the Offer:	<p>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.</p> <p><i>[The Terms and Conditions of any Public Offer shall be published by the relevant Authorised Offeror on its website at the relevant time.]</i></p> <p><i>[The Issue Price of the Notes is [•] per cent. of their principal amount.]</i></p>
E.4	Interests Material to the Issue:	<p><i>[A description of any interest that is material to the issue/offer including conflicting interests.]</i></p> <p>The Issuer has appointed UBS Limited, UBS AG 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.</p> <p><i>[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]</i></p>
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.
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RISK FACTORS

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

The risks relating to UBS can be found at pages 53 to 64 of the Issuer's annual report 2013, which is incorporated by reference into this Base Prospectus/Base Listing Particulars.

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 Irish Stock Exchange's Main Securities Market and the Irish Stock Exchange's Global Exchange Market, 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.

Rating

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

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 European Union but is endorsed by a credit rating agency established in the European Union 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. Certain information with respect to the credit rating agencies and ratings will be disclosed in the Final Terms, Drawdown Prospectus or Pricing Supplement.

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.

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.

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, Drawdown Prospectus or Pricing Supplement 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 Conditions.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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, the Swiss Financial Market Supervisory Authority FINMA has the power to open resolution 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

Pursuant to article 25 et seq. of the Swiss Banking Act, the Swiss Financial Market Supervisory Authority FINMA ("FINMA") has broad statutory powers to take measures and actions in relation to the Issuer if it (i) is over-indebted, (ii) has serious liquidity problems or (iii) fails to fulfil the applicable capital adequacy provisions after expiry of a deadline set by FINMA. If one of these pre-requisites is met, FINMA is authorised to open restructuring proceedings (*Sanierungsverfahren*) or liquidation (bankruptcy) proceedings (*Bankenkonkurs*) in respect of, and/or impose protective measures (*Schutzmassnahmen*) in relation to, the Issuer. The Swiss Banking Act, as last amended as of 1 January 2013, 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 (*Stundung*) or a maturity postponement (*Fälligkeitsaufschub*), which measures may be ordered by FINMA either on a stand-alone basis or in connection with reorganisation or liquidation proceedings. The resolution regime of the Swiss Banking Act is further detailed in the FINMA Banking Insolvency Ordinance ("BIO-FINMA") that entered into force as of 1 November 2012. In a restructuring proceeding, FINMA, as resolution authority, is competent to approve the resolution plan (*Sanierungsplan*). The resolution plan may, among other things, provide for (a) the transfer of the Issuer's assets or a portion thereof, together with debts and other liabilities, and contracts (which may or may not include the contractual relationship between the Issuer and the Holders) of the Issuer, to another entity, (b) 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 (c) the partial or full write-off of obligations owed by the Issuer (a "haircut"), including its obligations under the Notes. Pursuant to article 48 lit. a-c BIO-FINMA, a debt-to-equity swap and/or a partial or full haircut on the Notes may only take place after (i) all debt instruments issued by the Issuer qualifying as additional tier 1 capital or tier 2 capital (such as contingent write-down bonds) have been converted into equity, and (ii) the existing equity of the Issuer has been fully cancelled. Further, pursuant to article 48 lit. d of the BIO-FINMA, debt-to-equity swaps (but arguably not haircuts) must occur in the following order: (i) all subordinated claims not qualifying as regulatory capital, (ii) all other claims not excluded by law from a debt-to-equity swap, and (iii) deposits (in excess of the amount privileged by law). With respect to a haircut, the BIO-FINMA does not contain any guidance as to the order in which different categories of claims shall be partially or fully written off. Therefore, it cannot be excluded that any resolution plan in respect of the Issuer could provide that the claims under or in connection with the Notes will be partially or fully converted or written-off and that in case of a write-off claims ranking junior to the claims under the Notes will be preserved. In case of a restructuring of a systemically important bank (such as the Issuer), the creditors whose claims are affected by the resolution plan will not have a right to vote on, opt out of, or dismiss the resolution plan. In addition, if a resolution plan has been approved by the FINMA, the rights of a creditor to seek judicial review of the resolution plan (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 in that the competent court may not grant suspensory effect (*aufschiebende Wirkung*) to the approval of the resolution plan and, even if the objection of a creditor against the resolution plan is approved, the court can only award a compensation payment but not invalidate or override the resolution plan. As of the date of this Base Prospectus/Base Listing Particulars, there is no clear guidance on what impact it would have on the rights of the Noteholders under the Notes or the ability of the Issuer to make payments under the Notes, if one or several of measures under the aforementioned insolvency regime were imposed in connection with a restructuring of the Issuer.

In addition, article 57 BIO-FINMA provides for the right of FINMA to suspend certain termination rights (and arguably also related netting provisions) contained in finance agreements, including the Swaps, in a resolution scenario where finance agreements are being transferred to a bridge bank or similar entity. However, article 27 Swiss Banking Act which is an act of higher-ranking legislation expressly provides that netting arrangements shall not be affected by insolvency measures. According to general principles of Swiss law, a provision contained in an ordinance (such as the BIO-FINMA) should in cases of doubt be interpreted only in line with the higher-ranking legislation it is based on (such as the Swiss Banking Act). Hence, it could be argued that article 57 BIO-FINMA should be read not to affect the validity of contractual termination rights, but merely to postpone the settlement of contractual termination rights for not more than 48 hours. There is, however, no clear guidance on the issue and the question has not been decided by the courts yet and, thus, it cannot be excluded that in a restructuring of the Issuer FINMA or the courts may take a different view.

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

Notes issued under the Programme may be represented by one or more Global Notes or issued in uncertificated form. In the case of Global Notes, if the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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 S.A./N.V. ("**Euroclear**"), Clearstream Banking, société anonyme ("**Clearstream Luxembourg**"), Luxembourg, Clearstream Banking AG ("**Clearstream Frankfurt**") or with or on behalf of DTC or, in the case of Bearer SIS Notes, with SIS. If the relevant Final Terms, Drawdown Prospectus or Pricing Supplement specifies that the New Global Note form is applicable or the relevant Global Registered Note is held under the New Safekeeping Structure, then the Global Notes will be deposited with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. If the relevant Final Terms, Drawdown Prospectus or Pricing Supplement specifies that the Notes are Uncertificated SIS Notes, such Notes will be registered in the main register (*Hauptregister*) of SIS. Except in the circumstances described in the relevant Conditions, investors will not be entitled to receive definitive Notes. Euroclear, Clearstream, Luxembourg, Clearstream Frankfurt, SIS and/or DTC will maintain records of the beneficial interests in the Global Notes and Notes issued in uncertificated form. While the Notes are represented by one or more Global Notes or in uncertificated form, investors will be able to trade their beneficial interests only through Euroclear, Clearstream, Luxembourg, Clearstream Frankfurt, SIS and/or DTC.

While the Notes are represented by one or more Global Notes or in uncertificated form, 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 SIS or to DTC or a nominee thereof for distribution to their account holders. A holder of a beneficial interest in a Global Note or Notes in uncertificated form must rely on the procedures of Euroclear, Clearstream, Luxembourg, Clearstream Frankfurt, SIS and/or DTC 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 Notes in uncertificated form.

Holders of beneficial interests in the Global 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 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.

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, Drawdown Prospectus or Pricing Supplement 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.

Payments made through Swiss paying agents may be subject to foreign final withholding taxes (Abgeltungssteuern)

On 1 January 2013 treaties on final withholding taxes between Switzerland and the United Kingdom and between Switzerland and Austria entered into force. The treaties, inter alia, require a Swiss paying agent to levy final withholding tax at specified rates in respect of an individual resident in the United Kingdom or resident in Austria, as applicable, on interest or capital gain paid, or credited to an account, relating to the Notes. The final withholding tax substitutes the United Kingdom or Austrian income tax, as applicable, on such income of interest or capital gain. If such final withholding tax is levied, Swiss withholding tax can be reclaimed by the Swiss paying agent on account of the holder of the Notes.

Such a person may, however, in lieu of the final withholding tax opt for voluntary disclosure of the interest or capital income to the tax authority of his or her country of residency. Note that Switzerland may conclude similar treaties with other European countries.

Proposed amendment of Swiss withholding tax act

On 24 August 2011 the Swiss Federal Council issued draft legislation, which, if enacted, may require a paying agent in Switzerland to deduct Swiss withholding tax at a rate of 35 per cent. on any payment of interest in respect of a Note to an individual resident in Switzerland or to a person (not only individuals) resident outside Switzerland. If this legislation or similar legislation were enacted and a payment in respect of a Note were to be made or collected through Switzerland and an amount of, or in respect of, Swiss withholding tax were to be deducted or withheld from that payment, neither the Issuer nor any paying agent nor any other person would pursuant to the Terms and Conditions of the Notes be obliged to pay additional amounts with respect to any Note as a result of the deduction or imposition of such withholding tax.

The Issuer 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 ability to restructure its business.

The Issuer has announced that it intends to establish a group holding company through a share for share exchange offer, which will commence later in 2014, subject to regulatory approvals. The Issuer also intends to establish a banking subsidiary in Switzerland in mid-2015. The scope of this future subsidiary's business is expected to include the Issuer's Retail & Corporate business and the Swiss-booked Wealth Management business.

In the UK, and in consultation with the UK and Swiss regulators, the Issuer expects to commence the implementation of a revised business and operating model for its subsidiary UBS Limited in the second quarter of 2014. This will result in UBS Limited bearing and retaining a greater degree of the risk and reward of its business activities. The Issuer expects to increase the capitalization of UBS Limited accordingly.

In the US, UBS will comply with new rules for foreign banks under the Dodd-Frank Wall Street Reform and Consumer Protection Act that will require an intermediate holding company to own all of its operations other than US branches of the Issuer by 1 July 2016. As a result, UBS will designate an intermediate holding company to hold all US subsidiaries of UBS.

These structural changes have been discussed with FINMA and other regulatory authorities. The dialogue with regulators will continue and the changes remain subject to some uncertainties that may affect their feasibility, scope or timing.

Significant legal and regulatory changes affecting the Issuer and its operations in Switzerland, the UK, the US and/or other jurisdictions may require the Issuer to make changes in its legal structure in addition to those described above or may make such changes economically desirable for the Issuer or, if and when established, the new group holding company.

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 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 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.

Section 871(m)

Section 871(m) of the US Tax Code requires withholding (up to 30%, depending on whether a treaty applies) on certain financial instruments to the extent that the payments or deemed payments on the financial instruments are contingent upon or determined by reference to U.S.-source dividends. Under proposed U.S. Treasury Department regulations (if finalized in their current form), certain payments or deemed payments with respect to certain equity-linked instruments ("specified ELIs") that reference U.S. stocks may be treated as dividend equivalents ("dividend equivalents") that are subject to U.S. withholding tax at a rate of 30% (or lower treaty rate). Under these proposed regulations, withholding may be required even in the absence of any actual dividend-related payment or adjustment made pursuant to the terms of the instrument. If adopted in their current form, the proposed regulations may impose a withholding tax on payments or deemed payments made on the Securities on or after 1 January 2016 that are treated as dividend equivalents for Securities acquired on or after 5 March 2014. However, under a recent IRS Notice the IRS announced that it and the Treasury Department intend that final Treasury regulations will provide that "specified ELIs" will exclude equity-linked instruments such as the Securities issued prior to 90 days after the date such final Treasury regulations are published. Accordingly, we generally expect that Non-US Holders of the Securities should not be subject to tax under Section 871(m). However, it is possible that such withholding tax could apply to the Securities under these proposed rules if, for example, the Non-U.S. Holder enters into certain subsequent transactions in respect of the Underlying References. If withholding is required, we (or the applicable paying agent) would be entitled to withhold such taxes without being required to pay any additional amounts with respect to amounts so withheld. **Non-U.S. 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 Securities.**

FATCA

The Foreign Account Tax Compliance Act ("FATCA") imposes a 30% U.S. withholding tax on payments of U.S. source interest, dividends and certain other passive income beginning 1 July 2014, and on the gross proceeds from the sale or other disposition of certain assets and on certain "passthru payments" attributable to such income or proceeds beginning 1 January 2017, made to certain foreign financial institutions (including most foreign hedge funds, private equity funds and other investment vehicles) unless the payee foreign financial institution agrees to disclose the identity of any U.S. individuals and certain U.S. entities that directly or indirectly maintain an account with, or hold debt or equity interests in, such institution (or the relevant affiliate) and to annually report certain information about such account or interest directly, or indirectly, to the IRS. FATCA also requires withholding agents making certain payments to certain non-financial foreign entities that fail to disclose the name, address, and taxpayer identification number of any substantial direct or indirect U.S. owners of such entity to withhold a 30% tax on such payments. Accordingly, we and other foreign financial institutions may be required under FATCA to report certain account information directly to the IRS (or to a non-U.S. governmental authority under a relevant Intergovernmental Agreement entered into between the U.S. and such non-U.S. country that will pass such information on to the IRS) regarding the holders of the Securities. Moreover, we may be required to withhold on a portion of payments made on the Securities to holders who (i) fail to provide the relevant information, or (ii) foreign financial institutions who fail to comply with FATCA.

If you hold your Securities through a foreign financial institution or other foreign entity, it is possible that a portion of any of your payments made after 30 June 2014 may be subject to 30% withholding. If, however, withholding is required, we (or the applicable paying agent) will not be required to pay additional amounts with respect to the amounts so withheld.

Investors are urged to consult their own advisor about the application of FATCA to the ownership of their notes.

EU SAVINGS TAX DIRECTIVE

Under EC Council Directive 2003/48/EC on the taxation of savings income in the form of interest payment, each Member State (each a "**Member State**") is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity (as defined in article 4.2 of the EU Savings Directive) established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to

such payments, deducting tax at a rate of 35 per cent., unless in the case of Luxembourg, the beneficial owner of the interest payments opts for one of the two information exchange procedures available. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. Luxembourg has announced that it will no longer apply the withholding tax system as from 1 January 2015 and will provide details of payments of interest (or similar income) as from this date.

On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft Bill N° 6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government of April 2013.

A number of non-EU countries including Switzerland, and certain dependent or associated territories of certain Member States including Jersey, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain types of entity established in one of those territories.

The Council of the European Union formally adopted a Council Directive amending the Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described in the first paragraph above. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive and are required to apply these new requirements from 1 January 2017. The changes made under the Amending Directive include extending the scope of the Directive to payments made to, or collected for, certain other entities and legal arrangements. They also broaden the definition of "interest payment" to cover income that is equivalent to interest.

Investors who are in any doubt as to their position should consult their professional advisers.

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**") are set out below.

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and outside 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, despite significant reduction in control by it in recent years 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.

However, remittance of Renminbi by foreign investors into the PRC for the purposes of capital account items, such as capital contributions, 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 subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

On 13 October 2011, the People's Bank of China (the "**PBoC**") promulgated the "Administrative Measures on Renminbi Settlement of Foreign Direct Investment" (外商直接投資人民幣結算業務管理辦法) (the "**PBoC FDI Measures**") as part of the implementation of the PBoC's detailed Renminbi foreign direct investments ("**FDI**") accounts administration system. The system covers almost all aspects in relation to FDI, including capital injections, payments for the acquisition of PRC domestic enterprises, repatriation of dividends and other distributions, as well as Renminbi denominated cross-border loans. On 14 June 2012, the PBoC issued a circular setting out the operational guidelines for FDI. Under the PBoC FDI Measures, special approval for FDI and shareholder loans from the PBoC, which was previously required, is no longer necessary. In some cases however, post-event filing with the PBoC is still necessary.

On 3 December 2013, the Ministry of Commerce of the PRC ("**MOFCOM**") promulgated the "Circular on Issues in relation to Cross-border Renminbi Foreign Direct Investment" (商務部關於跨境人民幣直接投資有關問題的公告) (the "**MOFCOM Circular**"), which became effective on 1 January 2014, to further facilitate FDI by simplifying and streamlining the applicable regulatory framework. Pursuant to the MOFCOM Circular, the appropriate office of MOFCOM and/or its local counterparts will grant written approval for each FDI and specify "Renminbi Foreign Direct Investment" and the amount of capital contribution in the approval. Unlike previous MOFCOM regulations on FDI, the MOFCOM Circular removes the approval requirement for foreign investors who intend to change the currency of its existing capital contribution from a foreign currency to Renminbi. In addition, the MOFCOM Circular also clearly prohibits the FDI funds from being used for any investment in securities and financial derivatives (except for investment in the PRC listed companies as strategic investors) or for entrustment loans in the PRC.

As the PBoC FDI Measures and the MOFCOM Circular are relatively new circulars, they will be subject to interpretation and application by the relevant authorities in the PRC.

There is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that the pilot 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 outside the PRC. In the event that funds cannot be repatriated outside 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 PBoC has entered into agreements on the clearing of Renminbi business with Bank of China (Hong Kong) Limited in Hong Kong, Bank of China, Macau Branch in Macau, Industrial and Commercial Bank of China, Singapore Branch in Singapore and Bank of China, Taipei Branch in Taiwan and have authorised China Construction Bank (London) Limited to act as Renminbi clearing bank in London and Bank of China Limited, Frankfurt Branch to act as Renminbi clearing bank in Frankfurt (each, a "**Renminbi Clearing Bank**") and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the "**Settlement Arrangements**"), 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. The Renminbi Clearing Banks only have 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 such cases, the participating banks 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 no new PRC regulations will 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 outside the PRC to service the 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 Conditions applicable to Renminbi Notes, the Issuer can make payments in US dollars.

Investment in the Renminbi Notes is subject to exchange rate risks

The value of Renminbi against the U.S. dollar and 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. The Issuer will make all payments of interest and principal with respect to the Renminbi Notes in Renminbi 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 the U.S. dollar or other foreign currencies, the value of the investment made by a holder of the Renminbi Notes in U.S. dollars or any other foreign currency terms 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 Conditions), the Issuer shall be entitled, on giving not less than five or more than 30 calendar days' irrevocable notice to the investors prior to the due date for payment, to settle any such payment in U.S. Dollars on the due date at the U.S. Dollar Equivalent (as defined in the Conditions) of any such interest or principal, as the case may be.

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. The Renminbi Notes may carry a fixed interest rate. Consequently, the trading price of the Renminbi Notes will 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 Renminbi Notes

All payments to investors in respect of the Renminbi Notes will be made solely (i) for so long as the Renminbi Notes are represented by global certificates held with the common depositary or common safekeeper, as the case may be, for Clearstream Banking *société anonyme* and Euroclear Bank SA/NV 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 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 income derived from sources within the PRC. 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 subject to the 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, Noteholders who are residents of Hong Kong, including enterprise holders and individual holders, will not be subject to the PRC EIT or IIT on capital gains derived from a sale or exchange of the Renminbi Notes.

Therefore, if non-PRC enterprise or individual resident holders are required to pay PRC income tax on gains derived from the transfer of Renminbi Notes (such EIT is currently levied at the rate of 10 per cent. of gains realised and such IIT is currently levied at the rate of 20 per cent. of gains realised (with deduction of reasonable expenses), unless there is an applicable tax treaty between PRC and the jurisdiction in which such non-PRC enterprise or individual resident 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. Investors should consult their own tax advisors regarding the tax risks that may entail as a result of investing in Renminbi Notes.

Remittance of proceeds into or outside of the PRC in Renminbi

In the event that the Issuer decides to remit some or all of the proceeds into the PRC in Renminbi, its ability to do so will be subject to obtaining all necessary approvals from, and/or registration with, the relevant PRC government authorities. However, there is no assurance that the necessary approvals from, and/or registration or filing with, the relevant PRC government authorities will be obtained at all or, if obtained, they will not be revoked or amended in the future.

There is no assurance that the PRC Government will continue to gradually liberalise the control over cross-border Renminbi remittances in the future, that the pilot schemes introduced will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that the Issuer does remit some or all of the proceeds into the PRC in Renminbi and the Issuer subsequently is not able to repatriate funds outside the PRC in Renminbi, it will need to source Renminbi outside the PRC to finance its obligations under the Renminbi Notes, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC.

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

Index Linked Notes and Dual Currency Notes

If, in the case of any particular Tranche of Notes, the relevant Pricing Supplement 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 Pricing Supplement 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 a Pricing Supplement. 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.

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 or any of its other branches outside Switzerland as it shall determine from time to time (the London branch, Jersey branch, Australia branch or such other branch, a " Branch ").
Programme Arranger and Authorised Adviser	UBS Limited
Dealers	UBS Limited 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.
Agent	The Bank of New York Mellon, acting through its London Branch
Luxembourg Paying Agent	The Bank of New York Mellon (Luxembourg) S.A.
Luxembourg Listing Agent	The Bank of New York Mellon (Luxembourg) S.A.
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 Head Office
Principal Swiss Paying Agent	UBS Head Office
Registrars	The Bank of New York Mellon (Luxembourg) S.A. (in respect of Registered Notes held through Euroclear, Clearstream, Luxembourg or Clearstream Frankfurt) and U.S. Bank Trust National Association (in respect of Registered Notes held through DTC).
Programme Amount	The aggregate principal amount outstanding under the Programme at any time is unlimited.
Form of Notes	<p>The Notes may be issued in bearer form ("Bearer Notes"), registered form ("Registered Notes") or, where issued by UBS Head Office, in uncertificated 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. Bearer Notes and Registered Notes may be issued in global form or definitive form. The term "Notes" refers to Bearer Notes, Registered Notes, Notes in definitive or global form and Uncertificated SIS Notes (as defined below).</p> <p>Notes that are, or are intended to be, deposited or registered with SIS SIX Ltd ("SIS") or any other clearing institution recognised by the SIX Swiss Exchange Ltd (the "SIX Swiss Exchange") (such Notes, "SIS Notes") will be (i) in the case of SIS Notes issued by a Branch, Bearer</p>

Notes ("**Bearer SIS Notes**"), or (ii) in the case of SIS Notes issued by UBS Head Office, issued in uncertificated form ("**Uncertificated SIS Notes**").

Bearer Notes

Unless otherwise specified in the Pricing Supplement and except in the case of Bearer SIS Notes, each Tranche of Bearer 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**") form. If the 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**"). In the case of Bearer Notes initially represented by a temporary or permanent global Note, if the 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 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. 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, Clearstream Frankfurt 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 such other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange. 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, Notes in definitive or uncertificated form.

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 and/or Clearstream, Luxembourg and/or 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.

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.

Uncertificated SIS Notes

Uncertificated SIS Notes will be offered and sold in reliance on Regulation S only and will be entered into the main register (*Hauptregister*) of SIS or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange. 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 Note in global or definitive form.

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 Conditions 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 and credit-linked Notes	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of index-linked Notes or credit-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 and credit-linked Notes will be settled either on a cash basis or physical settlement basis, as indicated in the applicable Pricing Supplement.
Equity Linked Notes	In respect of Equity Linked Notes payments of principal in respect thereof will be calculated by reference to the value of an Underlying Share and/or a formula (all as indicated in the applicable Pricing Supplement). Equity Linked Notes will be settled either on a cash basis or physical settlement basis, as indicated in the applicable 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 / 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. Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.
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 set out in the relevant Pricing Supplement.
Status	The Notes and Coupons are unsecured obligations of the Issuer and rank <i>pari passu</i> 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	<p>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 Issue and Paying Agency Agreement and the Deed of Covenant.</p> <p>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).</p>
Taxation	<p>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.</p> <p>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.</p>
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 " <i>United States Employee Benefit Plan Considerations</i> ".
Listing	Each Series may be admitted to trading on the Irish Stock Exchange's

Global Exchange Market 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 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 (other than SIS Notes) and all non-contractual obligations arising out of or in connection with the Notes (other than SIS 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. SIS 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, Jersey, 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 Agent.

Clearing Systems

Euroclear, Clearstream, Luxembourg, DTC, Clearstream Frankfurt, SIS and any other clearing system as may be specified in the relevant Pricing Supplement.

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 under the Securities Act 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 the Base Prospectus and the Base Listing Particulars:

- (a) UBS AG's annual report for the year ended 31 December 2013 ("**Annual Report 2013**"), which the Issuer filed on Form 20-F with the United States Securities and Exchange Commission (the "SEC") on 14 March 2014 (accessible at http://www.ubs.com/global/en/about_ubs/investor_relations/other_filings/sec.html), and UBS AG's annual report for the year ended 31 December 2012 ("**Annual Report 2012**"), which the Issuer filed on Form 20-F with the SEC on 14 March 2013 (accessible at http://www.ubs.com/global/en/about_ubs/investor_relations/other_filings/sec.html);
- (b) the Issuer's submissions on Form 6-K, made on the following dates: one submission dated 1 April 2014, containing the agenda for the Annual General Meeting of UBS AG (accessible at <http://www.ise.ie/app/DeptSecurityDocuments.aspx?progID=368&FIELDSORT=docId>); four submissions dated 6 May 2014, containing the First Quarter 2014 Financial Report, the Presentation Materials, the Capitalization Table and Ratio of Earnings to Fixed Charges and the Basel III Pillar 3 update (accessible at: http://www.ubs.com/global/en/about_ubs/investor_relations/other_filings/sec.html); one submission made on 6 May 2014, containing the media release of UBS AG issued on 6 May 2014 (accessible at <http://www.ise.ie/app/announcementDetails.aspx?ID=11965435>); one submission made on 6 May 2014, containing the presentation materials of UBS AG relating to the Investor Update held on 6 May 2014 (accessible at <http://www.ise.ie/app/announcementDetails.aspx?ID=11965440>); one submission dated 7 May 2014, containing the results of the Annual General Meeting of the Issuer (accessible at <http://www.ise.ie/app/announcementDetails.aspx?ID=11965445>); and one submission dated 19 May 2014, containing the amended and restated Articles of Association of UBS AG (accessible at <http://www.ise.ie/app/announcementDetails.aspx?ID=11967225>); and
- (c) the terms and conditions set out on pages 18-35 of the base prospectus dated 1 July 2005 (accessible at http://www.ise.ie/debt_documents/UBS%20AG%20EURO%20NOTE%20PROGRAMme%20pdf_1083.pdf), 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-60f57f88f3b2.pdf), pages 19-37 of the base prospectus dated 4 July 2007 (accessible at http://www.ise.ie/debt_documents/UBS_9376.pdf), pages 18-35 of the base prospectus dated 4 July 2008 (accessible at http://ise.ie/debt_documents/UBS%204%20July_638.pdf), pages 18-35 of the base prospectus dated 20 April 2009 (accessible at http://ise.ie/debt_documents/Final%20UBS_10921.pdf), pages 23-42 of the base prospectus dated 27 August 2009 (accessible at http://ise.ie/debt_documents/1114_12902_BP_27082009_15597.pdf), pages 18-37 of the base prospectus dated 25 August 2010 (accessible at http://ise.ie/debt_documents/UBS%20AG_bp_25.08.2010_16334.pdf), pages 19-38 of the base prospectus dated 25 August 2011 (accessible at http://www.ise.ie/debt_documents/Base%20Prospectus_0ef97dee-0c78-44f7-9681-6d4c73bba0af.pdf), pages 23-46 of the base prospectus dated 27 June 2012 (accessible at http://ise.ie/debt_documents/Base%20Prospectus_a890c495-56db-4ebb-b30d-576c794048ac.pdf), and pages 37-63 of the base prospectus dated 25 June 2013 (accessible at http://www.ise.ie/debt_documents/Base%20Prospectus_8b1ec97f-9d11-4b91-865a-114deab87712.PDF) each relating to the Programme under the heading "General Terms and Conditions", all other information being of no relevance to Investors.

These documents have been filed with the Irish Stock Exchange 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 financial statements and auditor's report thereon from the Issuer's Annual Report 2012 are incorporated by reference herein to comply with certain listing requirements of the Irish Stock Exchange. However, as described in the Annual Report 2013 (Note 1b to the consolidated financial statements) the Issuer has made certain adjustments to the historical consolidated financial statements for the year ended 31 December 2012 included in the Issuer's Annual Report 2012, due principally to UBS adopting on 1 January 2013 IFRS 10 *Consolidated Financial Statements* as amended in October 2012, which resulted in a change in the consolidation status of certain entities. The comparative 31 December 2012 balance sheet and other primary statements for the period ended 31 December 2012 have been restated to reflect the effect of adopting IFRS 10. Under IFRS 10, periods prior to 2012 were not required to be restated. Moreover, as described in the Annual Report 2013 (Note 1c to the consolidated financial statements) and in the First Quarter 2014 Report (Note 1 to the interim consolidated financial statements) the Issuer has made certain adjustments to the historical consolidated financial statements for the year ended 31 December 2013 included in the Issuer's Annual Report 2013, due principally to UBS adopting on 1 January 2014 *Offsetting Financial Assets and Financial Liabilities* (Amendments to IAS 32, *Financial Instruments: Presentation*). The prior period balance sheet as of 31 December 2013 was restated to reflect the effects of adopting these amendments to IAS 32. There was no impact on total equity, net profit or earnings per share. In addition, there was no material impact on the Group's Basel III capital, capital ratios and Swiss SRB leverage ratio.

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 Irish Stock Exchange's Main Securities Market and/or the Global Exchange 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 the Euro MTF Market of the Luxembourg Stock Exchange and/or to trading on the Irish Stock Exchange's Main Securities Market and/or the Global Exchange Market 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 can be reviewed and copied at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington D.C. 20549. Please call the SEC at 1-800-SEC-0330 (in the United States) or at 1-202-942-8088 (outside the United States) for further information on the operation of its public reference room. Reports filed with the SEC can also 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**") 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 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 SIS Notes (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 the Programme, the Issuer has entered into an amended and restated issuing and paying agency agreement dated 24 June 2014 (as further amended and restated from time to time, the "**Agency Agreement**") with The Bank of New York Mellon, acting through its London Branch as issuing and paying agent (the "**Agent**" which expression includes any successor to The Bank of New York Mellon), U.S. Bank Trust National Association and The Bank of New York Mellon (Luxembourg) S.A. as registrars (the "**Registrars**" which expression includes any successor Registrar appointed in accordance with the terms of the Agency Agreement), 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), certain other paying agents (the "**Paying Agents**" which expression shall include the 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) named in the Agency Agreement. The Issuer has also entered into an amended and restated deed of covenant dated 25 August 2010 (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 (as defined below) 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.

For the purposes of Notes that are, or are intended to be, deposited or registered with SIS (as defined below) or any other clearing institution recognised by the SIX Swiss Exchange Ltd (the "**SIX Swiss Exchange**") (such Notes, "**SIS Notes**"), the Issuer will, together with the Agent, the other parties to the Agency Agreement, UBS Head Office as principal Swiss paying agent (the "**Principal Swiss Paying Agent**") and the other agents acting as Swiss paying agents, if any (together with the Principal Swiss Paying Agent, the "**Swiss Paying Agents**"), enter into a supplemental issuing and paying agency agreement substantially in the form attached to the Agency Agreement (the "**Supplemental Agency Agreement**"). In addition, for the purposes of the relevant SIS Notes, all references in the Terms and Conditions of the Notes to (i) the Agency Agreement shall be construed as references to the Agency Agreement as supplemented by the relevant Supplemental Agency Agreement, (ii) the Agent and the Paying Agents shall, so far as the context permits, be construed as references only to the Principal Swiss Paying Agent and the relevant Swiss Paying Agents, respectively, in each case as set out in Part B of the Pricing Supplement, and (iii) "Euroclear", "Clearstream, Luxembourg" and "DTC" shall be construed as including references to SIX SIS Ltd, Olten, Switzerland ("**SIS**") or such other clearing system approved by the SIX Swiss Exchange, which shall be considered an additional or alternative clearance system for the purposes of the final paragraph of Condition 2(b)(vi) of the General Terms and Conditions of the Notes.

In connection with each issue of Notes, where such issue requires a prospectus under Directive 2003/71/EC, as amended (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 (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. The applicable provisions of the relevant Final Terms, Drawdown Prospectus or Pricing Supplement will be endorsed upon, or attached to, each temporary global Note, permanent global Note, definitive Bearer Note and Registered Note. A copy of the Final Terms, Drawdown Prospectus or Pricing Supplement (as applicable) for each issue of Notes will be available for inspection at the specified office of the 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 Final Terms, Pricing Supplement or the Drawdown Prospectus (as applicable) 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 of the Irish Stock Exchange or the Global Exchange Market of the Irish Stock Exchange, a copy of the Final Terms, the Pricing Supplement or the Drawdown Prospectus (as applicable) will be delivered to the Irish Stock Exchange. In respect of Notes listed on the SIX Swiss Exchange, a copy of the Pricing Supplement will be delivered to the SIX Swiss Exchange.

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 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 Pricing Supplement or Drawdown Prospectus the terms and conditions which appear in such Pricing Supplement or Drawdown Prospectus shall prevail.

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 SIS Notes issued by UBS Head Office, issued in uncertificated form ("**Uncertificated SIS Notes**"), as indicated in the relevant Final Terms, Pricing Supplement or Drawdown Prospectus. If the Final Terms, Pricing Supplement or Drawdown Prospectus 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, Pricing Supplement or Drawdown Prospectus, 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, Pricing Supplement or Drawdown Prospectus, 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 (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, if the relevant Final Terms, Pricing Supplement or Drawdown Prospectus 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 Bank S.A./N.V. ("**Euroclear**"), Clearstream Banking, société anonyme, ("**Clearstream, Luxembourg**"), Clearstream Banking AG ("**Clearstream Frankfurt**") and SIS. Otherwise, if the Final Terms, Pricing Supplement or Drawdown Prospectus specifies 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 Final Terms, Pricing Supplement or Drawdown Prospectus specifies 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 Final Terms, the

Pricing Supplement or the Drawdown Prospectus specifies 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, as the case may be, with any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange (SIS or any such other intermediary, the "**Intermediary**"). Once the Permanent Global Note is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Bearer SIS Notes represented thereby will constitute intermediated securities (*Bucheffekten*) within the meaning of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) ("**Intermediated Securities**").

Each holder of Bearer SIS Notes shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Permanent Global Note documenting such Bearer SIS Notes to the extent of his or her claim against the Issuer, **provided that** for so long as the Permanent Global Note remains deposited with the Intermediary the co-ownership interest shall be suspended and such Bearer SIS Notes may only be transferred by the entry of the transferred Bearer SIS Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Bearer SIS Notes held through each participant in that Intermediary. In respect of the Bearer SIS Notes held in the form of Intermediated Securities, the holders of such Bearer SIS Notes will be the persons holding such Bearer SIS Notes in a securities account (*Effektenkonto*) or, in the case of intermediaries (*Verwahrungsstellen*), the intermediaries (*Verwahrungsstellen*) holding such Bearer SIS Notes in a securities account (*Effektenkonto*) (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, Notes in uncertificated or definitive form.

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 SIS (or any other relevant 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 and Clearstream Frankfurt. Interests in each such Unrestricted Global Note may be held only through Euroclear, Clearstream, Luxembourg or Clearstream Frankfurt.

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**" 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 The Depository Trust Company ("**DTC**") or, subject to compliance with applicable legal, regulatory and clearing system requirements, deposited with a depository for, and registered in the name of, a nominee of Euroclear or Clearstream, Luxembourg. Holders of interests in a global Note representing Registered Notes may apply for definitive Registered Notes only in the limited circumstances set out in the relevant global Note.

Each Note represented by an Unrestricted Global Note will either be: (a) in the case of a Note which is not to be held under the new safekeeping structure (the "**New Safekeeping Structure**" or "**NSS**"), registered in the name of a common depository (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 depository; 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.

Uncertificated SIS Notes

Uncertificated SIS Notes will be sold outside the United States only to non-US persons in reliance on Regulation S and 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 (*Wertrechtbuch*) maintained at the Issuer's registered office. The Uncertificated SIS Notes will be entered into the main register (*Hauptregister*) of the Intermediary. Once the Uncertificated SIS Notes are entered into the main register (*Hauptregister*) of the Intermediary, the Uncertificated SIS Notes will constitute Intermediated Securities.

So long as Uncertificated SIS Notes remain registered with the Intermediary, they may only be transferred by the entry of the transferred Uncertificated SIS Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Uncertificated SIS Notes held through each participant in such Intermediary. In respect of Uncertificated SIS Notes held in the form of Intermediated Securities, the holders of such Uncertificated Notes will be the persons holding such Uncertificated SIS Notes in a securities account (*Effektenkonto*), or, in the case of intermediaries (*Verwahrungsstellen*), the intermediaries (*Verwahrungsstellen*) holding such Uncertificated SIS Notes in a securities account (*Effektenkonto*) (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 Note in definitive or global form.

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 or set out in a Pricing Supplement or a 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.

1. DEFINITIONS

"Accrual Yield" means the yield as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"Agency Agreement" means the amended and restated issuing and paying agency agreement for the Programme dated 24 June 2014 (as further amended and restated from time to time) between, *inter alios*, the Issuer, the Agent, the Registrars and the Paying Agents; **provided, however, that** with respect to SIS Notes, all references to the Agency Agreement herein shall be to the Agency Agreement as supplemented by the relevant Supplemental Agency Agreement.

"Agent" means The Bank of New York Mellon, acting through its London Branch as issuing and paying agent for the Programme and includes any successor to The Bank of New York Mellon in its capacity as Agent; **provided, however, that** with respect to any Series of SIS Notes, all references to the Agent herein shall be to the Principal Swiss Paying Agent.

"BBSW" means, in respect of Australian dollars and any specified period, the interest rate benchmark known as the Bank Bill Swap Reference Rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Australian Financial Markets Association (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 BBSW rates can be obtained from the designated distributor).

"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, Drawdown Prospectus or Pricing Supplement.

"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, Drawdown Prospectus or Pricing Supplement, and (ii) foreign exchange markets settle payments generally in the financial centres referred to in the Business Days section of the relevant Final Terms, Drawdown Prospectus or Pricing Supplement. 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 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, Drawdown Prospectus or Pricing Supplement and, if so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement, 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, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement.

"Calculation Amount" means the calculation amount as specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"**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, Drawdown Prospectus or Pricing Supplement:

- (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 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 Pricing Supplement or Drawdown Prospectus as being Notes to which the dual currency provisions are applicable.

"Early Redemption Amount" means the amount so specified in the relevant Drawdown Prospectus or Pricing Supplement.

"Early Redemption Date" means the date as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"EURIBOR" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone 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 European Banking Federation (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 EURIBOR rates can be obtained from the designated distributor).

"Final Redemption Amount" means the amount as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"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 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.

"Fixed Coupon Amount" means the amount as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"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, Drawdown Prospectus or Pricing Supplement.

"Instalment Amount" means the amount as so specified in the relevant Pricing Supplement or Drawdown Prospectus.

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

"Interest Basis" means the interest basis as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"Interest Commencement Date" means the date as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"Interest Determination Date" means the date as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

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

- (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, Drawdown Prospectus or Pricing Supplement 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.

"Irish Stock Exchange" means the Irish Stock Exchange.

"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, Drawdown Prospectus or Pricing Supplement) 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, Drawdown Prospectus or Pricing Supplement) as published by the International Swaps and Derivatives Association, Inc.)

"Issue Date" means the date as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"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**") 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 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 London inter-bank offered rate for that currency and period displayed on the appropriate page (being currently Reuters screen page LIBOR01 or LIBOR02) on the information service which publishes that rate.

"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.

"Margin" means the margin as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"Maturity Date" means the date as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"Minimum Redemption Amount" means the amount as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"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).

"Noteholder" or **"Holders"** means (i) in relation to a Bearer Note, the bearer of the Bearer Note, and (ii) in relation to a Registered Note, the person in whose name the Registered Note is registered.

"Notes" means the notes or debt securities of the Tranche or Series specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement. Any reference to Notes includes a reference to (i) Bearer Notes, (ii) Registered Notes, (iii) notes in global form and notes in definitive form and (iv) Uncertificated SIS Notes.

"Optional Redemption Amount" means the amount as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"Optional Redemption Date" means the date as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"Partly Paid Note" means a Note specified as such in the relevant Pricing Supplement or Drawdown Prospectus.

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

"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 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:

- (i) 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;
- (ii) 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
- (iii) in relation to Renminbi, it means Hong Kong or the principal financial centre as is specified in the applicable Final Terms, Drawdown Prospectus or Pricing Supplement.

"Principal Swiss Paying Agent" means UBS Head Office, as principal Swiss paying agent for SIS Notes and includes any successor to UBS Head Office in such capacity.

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

"Prospectus Directive" means Directive 2003/71/EC, as amended.

"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 principal amount, or such other amount as may be specified in the relevant Final Terms, Pricing Supplement or Drawdown Prospectus.

"Reference Rate" means BBSW, CDOR, EURIBOR, HIBOR, JPY TSR, LIBOR, NIBOR, SHIBOR, SOR, 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, Drawdown Prospectus or Pricing Supplement.

"Registered Notes" means Notes in registered form.

"Registrar" means, in relation to Registered Notes held through Euroclear, Clearstream, Luxembourg or Clearstream Frankfurt, The Bank of New York Mellon (Luxembourg) S.A. and, in relation to Registered Notes held through DTC, U.S. Bank Trust National Association and includes any successor Registrar appointed in accordance with the terms of the Agency Agreement.

"Regular Period" means:

- (i) 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;
- (ii) 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
- (iii) 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.

"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, Drawdown Prospectus or Pricing Supplement), as published by the International Swaps and Derivatives Association, Inc. or if so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement, the 2006 ISDA definitions (as amended and updated as at the date specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement), 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, Drawdown Prospectus or Pricing Supplement, 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.

"Series" means the series specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"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 Notes" means Notes that are, or are intended to be, deposited or registered with SIS (as defined below) or any other clearing institution recognised by the SIX Swiss Exchange Ltd (the **"SIX Swiss Exchange"**).

"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, Drawdown Prospectus or Pricing Supplement.

"Specified Denomination" means the denomination as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"Specified Period" means the period as so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"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 SIS Notes, the relevant supplemental issuing and paying agency agreement to the Agency Agreement executed by, amongst others, the Issuer, the Agent, and the Principal Swiss Paying Agent.

"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, Drawdown Prospectus or Pricing Supplement.

"Terms and Conditions of the Notes" means these General Terms and Conditions as completed by the relevant Final Terms, Drawdown Prospectus or Pricing Supplement, or amended, supplemented, modified or replaced from time to time by the information contained in the relevant Pricing Supplement or Drawdown Prospectus. To the extent that the information in a

Pricing Supplement or Drawdown Prospectus 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 Pricing Supplement or Drawdown Prospectus 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 Pricing Supplement or Drawdown Prospectus, the terms and conditions which appear in the relevant Pricing Supplement or Drawdown Prospectus (as applicable) shall prevail.

"Tranche" means the tranche specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.

"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 SIS Notes" means SIS Notes in uncertificated form.

"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 with respect to the particular Interest Determination Date, the rate for the first preceding day 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, Drawdown Prospectus or Pricing Supplement.

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, Drawdown Prospectus or Pricing Supplement. 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 Pricing Supplement or Drawdown Prospectus. The Notes are available in the Specified Denominations specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.
- (ii) Unless otherwise specified in the relevant Pricing Supplement or Drawdown Prospectus, each Issue of Notes may be represented by (i) Bearer Notes or (ii) Registered Notes or (iii) Bearer Notes or Registered Notes or (iv) issued in the form of Uncertificated SIS Notes, as indicated in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement. If an issue of Notes is represented by Bearer Notes or Registered Notes, then unless otherwise specified in the Pricing Supplement or Drawdown Prospectus, 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 Pricing Supplement or Drawdown Prospectus, 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 S.A./N.V. ("**Euroclear**"), Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and Clearstream Banking AG ("**Clearstream Frankfurt**") or any other clearing system.
- (iii) As specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement, 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 (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 Agent and, in the case of Notes listed on the Luxembourg Stock Exchange, the Paying Agent in Luxembourg.
- (iv) As specified in the Final Terms, Drawdown Prospectus or Pricing Supplement, 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 Agent and, in the case of Notes listed on the Luxembourg Stock Exchange, the Paying Agent in Luxembourg.
- (v) If so specified in the Final Terms, Drawdown Prospectus or Pricing Supplement, 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 SIX SIS Ltd, Olten, Switzerland ("**SIS**"), or such other intermediary in Switzerland as may be recognised for such purposes by the SIX Swiss Exchange. 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, Notes in uncertificated or definitive form.

(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 or (iii) both. 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 Agent and the relevant Registrar and, in the case of Notes listed on the Luxembourg Stock Exchange, the Transfer Agent in Luxembourg.

(d) *Uncertificated SIS Notes*

In the case of Uncertificated SIS Notes, such Notes will be (i) issued by UBS Head Office as uncertificated securities (*Wertrechte*), which will be created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtbuch*), and (ii) entered into the main register (*Hauptregister*) of SIS or such other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange. Neither the Issuer nor any holder of an Uncertificated SIS Note will at any time have the right to effect or demand the conversion of such Uncertificated SIS Note into, or the delivery of, a Note in definitive or global form.

3. **TITLE**

- (a) Subject to the following sentence, title to Bearer Notes, Coupons and Receipts will pass by delivery. Transfers of Bearer SIS Notes documented by a Permanent Global Note deposited with SIS or such other intermediary recognised for such purposes by the SIX Swiss Exchange (which Bearer SIS Notes constitute intermediated securities (*Bucheffekten*) within the meaning of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) ("**Intermediated Securities**")) will 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) Transfers of Uncertificated SIS Notes deposited with SIS or such other intermediary recognised for such purposes by the SIX Swiss Exchange (which Uncertificated SIS Notes constitute Intermediated Securities) will only be effected by the entry of the transferred Uncertificated SIS 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 Receipt 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, Drawdown Prospectus or Pricing Supplement) 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, "**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, Drawdown Prospectus or Pricing Supplement, 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 principal 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.

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, Drawdown Prospectus or Pricing Supplement, 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 a 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 Pricing Supplement or the Drawdown Prospectus (as the case may be).

6. **INTEREST**

(a) *Interest – Fixed Rate*

If the Interest Basis specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement at the Rate of Interest specified in such Final Terms, Drawdown Prospectus or Pricing Supplement. Interest will be payable in arrear on the Interest Payment Dates specified in the Final Terms, Drawdown Prospectus or Pricing Supplement and on the Maturity Date specified in such Final Terms, Drawdown Prospectus or Pricing Supplement. Interest will be calculated on the Day Count Fraction specified in such Final Terms, Drawdown Prospectus or Pricing Supplement.

Except as provided in the applicable Final Terms, Drawdown Prospectus or Pricing Supplement, 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 applicable Final Terms, Drawdown Prospectus or Pricing Supplement, 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 Drawdown Prospectus or Pricing Supplement, 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*

- (i) In relation to Floating Rate Notes, the relevant Final Terms, Drawdown Prospectus or Pricing Supplement will specify the Interest Basis.
- (ii) If the Interest Basis specified in the Final Terms, Drawdown Prospectus or Pricing Supplement is "Floating" then the Notes shall bear interest from the Interest Commencement Date specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement.
- (iii) 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 Pricing Supplement or Drawdown Prospectus.

(A) *ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement) 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 Agent under an interest rate swap transaction if the 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, Drawdown Prospectus or Pricing Supplement;
- (2) the Designated Maturity is a period specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement; 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, Drawdown Prospectus or Pricing Supplement.

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*

Where Screen Rate Determination is specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) 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) on the Interest Determination Date in question plus or minus (as indicated in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement) the Margin (if any), all as determined by the Agent or such other person specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement. 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 Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such 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.

- (vii) 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 principal amount of the smallest or minimum denomination of such Notes specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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.

(c) *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 or floating 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 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 Irish Stock Exchange's Main Securities Market or Global Exchange Market, 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 Irish Stock Exchange no later than the first day of the relevant 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 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.

(d) *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 Pricing Supplement or Drawdown Prospectus.

(e) *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 principal amount of such Notes and otherwise as indicated in the relevant Pricing Supplement or Drawdown Prospectus.

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, Drawdown Prospectus or Pricing Supplement, or determined in the manner specified in the Pricing Supplement or Drawdown Prospectus on the Maturity Date or Dates specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement; **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 principal amount or the Tax Redemption Amount specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement (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, Drawdown Prospectus or Pricing Supplement) notice to the Noteholders and the 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*

If the Issuer is specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement) 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, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement.

(d) *The Appropriate Notice*

The notice referred to in paragraphs (b) and (c) of this Condition is a notice given by the Issuer to the Noteholders, the 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 principal 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.

(e) *Redemption at the Option of the Noteholders*

If the Noteholders are specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement) notice prior to the relevant Optional Redemption Date or such other period of notice as is specified in the Final Terms, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement, or determined in the manner specified in the Pricing Supplement or the Drawdown Prospectus, 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.

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 such 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*).

(f) *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.

(g) *Instalment Notes*

If the Notes are repayable in instalments, they will be redeemed in the Instalment Amounts specified in the Pricing Supplement or the Drawdown Prospectus and on the Instalment Dates specified in the Pricing Supplement or the Drawdown Prospectus. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (i) below.

(h) *Cancellation*

All Notes redeemed in accordance with this Condition 7 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.

(i) *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, credit linked Notes or otherwise (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, Drawdown Prospectus or Pricing Supplement, or determined in the manner specified in, the relevant Pricing Supplement or Drawdown Prospectus or, if no such amount or manner is so specified in the relevant Drawdown Prospectus or Pricing Supplement, 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, Drawdown Prospectus or Pricing Supplement (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 Drawdown Prospectus or Pricing Supplement.

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 due (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 these Terms and Conditions.
- (iv) As used in Condition 8(a)(iii), "**Payment Business Day**" means:
 - (A) if the currency of payment is euro, any day which is:
 - (1) 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
 - (2) a day on which the TARGET2 System is operating; or
 - (B) if the currency of payment is not euro, any day which is:
 - (1) 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
 - (2) a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment.
- (v) 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.
- (vi) 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. Payment of principal and/or interest under Bearer SIS Notes (and any Receipts and Coupons appertaining to them) shall be payable in freely transferable 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 holders of the Bearer SIS Notes (and any Coupons and Receipts appertaining to them) and without any certification, affidavit or the fulfillment 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. If the due date for payment of the final redemption amount of Registered Notes is not a Business Day, the Holder thereof will not be entitled to payment thereof until the next following such 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 these Terms and Conditions.
- (ii) 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.
- (iii) 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 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 SIS Notes*

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 Uncertificated SIS Notes for the payment of principal and interest to the extent of such payment, except to the extent that there is a default in the subsequent payment thereof to the holders of the Notes. Payment of principal and/or interest under Uncertificated SIS Notes shall be payable in freely transferable Swiss Francs without collection costs in Switzerland without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or residence of the holders of the Uncertificated SIS Notes and without any certification, affidavit or the fulfillment of any other formality.

(d) *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), 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. Payments will be subject in all cases to any applicable issuing and paying or other laws and regulations.
- (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), (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 Irish Stock Exchange's Main

Securities 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, and (v) a Paying Agent in an EU member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced to conform to, such Directive. 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 SIS Notes, the Issuer will at all times maintain at least one Swiss paying agent having a specified office in Switzerland.

(e) *Consequences of a Renminbi Currency Event*

This Condition 8(e) shall apply where the relevant Final Terms, Drawdown Prospectus or Pricing Supplement specifies that this Condition 8(e) 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 US 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(e):

"Alternate Settlement Rate" means the spot rate between Renminbi and US 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, Drawdown Prospectus or Pricing Supplement.

"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 Events" 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, impracticability 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, impracticability 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).

(f) *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) where such withholding or deduction is required to be made pursuant to European Council Directive 2003/48/EC (the "**Directive**") or any law implementing or complying with, or introduced in order to conform to, such Directive, or (iii) which is presented for payment by or on behalf of a Noteholder, Receiptholder or Couponholder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to, or arranging to receive payment through, another Paying Agent in a Member State of the EU, or (iv) 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 (v) 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 acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered managed investments scheme within the meaning of the Corporations Act 2001 of Australia or (vi) (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 (if applicable), Australian business number, or details of an applicable exemption from these requirements, or (vii) 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 the Taxation Administration Act 1953 of the Commonwealth of Australia or any similar law, or (viii) 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 (ix) where such withholding or deduction is required to be made pursuant to any agreements between the European

Community and other countries or territories providing for measures equivalent to those laid down in the Directive including, but not limited to, the agreement between the European Union and Switzerland of 26 October 2004, and any law or other governmental regulation implementing or complying with, or introduced in order to conform to, such agreements, or (x) where such withholding or deduction is required to be made pursuant to any agreements between Switzerland and other countries on final withholding taxes (*Abgeltungssteuer*) levied by Swiss paying agents in respect of persons resident in the other country on income of such person on Notes booked or deposited with a Swiss paying agent and any law or other governmental regulation implementing or complying with, or introduced in order to conform to, such agreements, or (xi) where such withholding or deduction 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 24 August 2011, in particular, the principle to have a person other than the Issuer withhold or deduct tax, or (xii) in such other circumstance as may be specified in the Drawdown Prospectus or Pricing Supplement.

- (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.
- (ii) **"Australian Tax Act"** means the Income Tax Assessment Act 1936 of Australia and where applicable any replacement legislation including, but not limited to, the Income Tax Assessment Act 1997 of 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 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 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) Switzerland, where the Issuer is UBS Head Office, (v) 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 or UBS AG Australia Branch, and (vi) 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 (the **"Code"**) or any amended or successor provisions (relating to withholding or dividend equivalent payments) 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) 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.
- (b) 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.

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 which is incapable of remedy or which, being a default capable of remedy, continues for 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, any Noteholder may, at such Noteholder's option, declare the Note held by the Noteholder to be forthwith 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 Agent at its specified office.

(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 which is incapable of remedy or which, being a default capable of remedy,

continues for 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 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 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*

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 Drawdown Prospectus or Pricing Supplement, 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 first 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 Agent may approve.

(c) *SIS Notes*

For SIS Notes listed on the SIX Swiss Exchange, notices to Noteholders will be deemed to have been given if published 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 (www.six-swiss-exchange.com), where notices are currently published under the address www.six-swiss-exchange.com/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 intermediary) for forwarding to the holders of the Notes. Any notice so given shall be deemed to be validly given with the communication to SIS (or such other intermediary).

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 principal 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 principal amount of Notes so held or represented **provided that** at any such meeting, the business of which includes the modification of certain of these Terms and Conditions, 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 principal 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. 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 Issue and Paying 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 Issue and Paying Agency Agreement and the Deed of Covenant and the Current Entity shall be released from its liability on the Notes, the Issue and Paying 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**") whereby (i) the Substitute Entity assumes the obligations of the Current Entity (or any previous substitute) under the Notes, the Issue and Paying 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, the Deed of Covenant, the Issue and Paying Agency Agreement and the Deed 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 SIS 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 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 these 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 and other relevant documents and of the legal opinions are available for inspection by the Noteholders at the specified offices

of the Agent and the Registrar. The originals of the Deed Poll and other documents will be delivered to the Agent to hold until there are no claims outstanding in respect of the Notes, the Deed of Covenant, the Issue and Paying Agency Agreement or the Deed Poll. The Substitute Entity and the Current Entity shall in the Deed Poll 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 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 fulfill 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 these 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 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 and the Notes (other than SIS 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 SIS 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 is governed by Swiss law. SIS Notes shall be 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, the Coupons or the 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, the Coupons or the Talons and accordingly any legal action or proceedings arising out of or in connection with the Notes, the Coupons or the 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) **provided that** the commercial court of Zurich (venue being Zurich 1) shall have jurisdiction in relation to disputes which may arise out of or in connection with any SIS Notes.
- (c) The Issuer agrees that, except in relation to SIS 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 1 Finsbury Avenue, London EC2M 2PP 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.

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 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 Group.

DESCRIPTION OF UBS AG

1. Overview

UBS AG with its subsidiaries (together, "**UBS Group**", "**Group**" or "**UBS**") draws on its over 150-year heritage to serve private, institutional and corporate clients worldwide, as well as retail clients in Switzerland. UBS's business strategy is centred on its (in UBS's own opinion) pre-eminent global wealth management businesses and its (in UBS's own opinion) leading universal bank in Switzerland, complemented by its Global Asset Management business and its Investment Bank, with a focus on capital efficiency and businesses that offer a superior structural growth and profitability outlook. Headquartered in Zurich and Basel, Switzerland, UBS has offices in more than 50 countries, including all major financial centres.

On 31 March 2014 UBS's common equity tier 1 capital ratio¹ was 13.2% on a fully applied basis and 17.9% on a phase-in basis, invested assets stood at CHF 2,424 billion, equity attributable to UBS shareholders was CHF 49,023 million and market capitalization was CHF 70,180 million. On the same date, UBS employed 60,326 people².

The rating agencies Standard & Poor's, Fitch Ratings and Moody's have published 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 and Standard & Poor's 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 long-term senior debt ratings of A (negative outlook) from Standard & Poor's, A2 (stable outlook) from Moody's and A (stable outlook) from Fitch Ratings.

The rating from Fitch Ratings has been issued by Fitch Ratings Limited, and the rating from Standard & Poor's has been issued by Standard & Poor's Credit Market Services Europe Limited. Both are registered as credit rating agencies under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No 513/2011 (the "**CRA Regulation**"). The rating from Moody's has been issued by Moody's Investors Service, Inc., which is not established in the EEA and is not certified under the CRA Regulation, but the rating it has issued is endorsed by Moody's Investors Service Ltd., a credit rating agency established in the EEA and registered under the CRA Regulation.

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. Corporate Information

The legal and commercial name of the Issuer is UBS AG.

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 and Swiss Federal Banking Law as an Aktiengesellschaft, a corporation that has issued shares of common stock to investors.

¹ Based on the Basel III framework, as applicable to Swiss systemically relevant banks. The common equity tier 1 capital ratio is the ratio of common equity tier 1 capital to risk-weighted assets. The information provided on a fully applied basis entirely reflects the effects of the new capital deductions and the phase out of ineligible capital instruments. The information provided on a phase-in basis gradually reflects those effects during the transition period. For information as to how common equity tier 1 capital is calculated, refer to the "Capital management" section of UBS AG's first quarter 2014 report.

² Full-time equivalents.

According to article 2 of the Articles of Association of UBS AG, dated 7 May 2014 ("**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.

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.

UBS AG shares are listed on the SIX Swiss Exchange and the New York Stock Exchange.

3. **Business Overview**

3.1 **Organisational Structure of UBS AG**

UBS AG is the parent company of the UBS Group.

UBS Group legal entity structure is designed to support its businesses with an efficient legal, tax and funding framework considering regulatory restrictions in the countries where UBS operates. UBS operates as a group with five business divisions and a Corporate Center. Neither the business divisions nor the Corporate Center are separate legal entities. Currently, they primarily operate out of UBS AG, through its branches worldwide. Businesses also operate through local subsidiaries where necessary or desirable.

UBS has announced that it intends to establish a group holding company through a share for share exchange offer, which will commence later this year, subject to regulatory approvals. UBS has also announced that it intends to establish a banking subsidiary in Switzerland in mid-2015. The scope of this future subsidiary's business is expected to include the Retail & Corporate business and the Swiss-booked Wealth Management business.

In the UK, and in consultation with the UK and Swiss regulators, UBS expects to commence the implementation of a revised business and operating model for UBS Limited in the second quarter of 2014. This will result in UBS Limited bearing and retaining a greater degree of the risk and reward of its business activities. UBS AG expects to increase the capitalization of UBS Limited accordingly.

In the US, UBS will comply with new rules for banks under the Dodd-Frank Wall Street Reform and Consumer Protection Act that will require an intermediate holding company to own all of its operations other than US branches of UBS AG by 1 July 2016. As a result, UBS will designate an intermediate holding company to hold all US subsidiaries of UBS.

These structural changes have been discussed with the Swiss Financial Market Supervisory Authority FINMA and other regulatory authorities. The dialogue with regulators will continue and the changes remain subject to some uncertainties that may affect their feasibility, scope or timing.

UBS AG's significant subsidiaries as of 31 December 2013 are listed in its annual report as of 31 December 2013 published on 14 March 2014 (the "**Annual Report 2013**"), on pages 481-482 (inclusive) of the English version.

3.2 **Business Divisions and Corporate Center**

UBS operates as a group with five business divisions (Wealth Management, Wealth Management Americas, Retail & Corporate, Global 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 in the Annual Report 2013, on pages 26-29 (inclusive) of the English version; a description of the businesses, strategies, clients, organisational structures, products and services of the business divisions and the Corporate Center can be found in the Annual Report 2013, on pages 33-49 (inclusive) of the English version.

3.2.1 **Wealth Management**

Wealth Management provides comprehensive financial services to wealthy private clients around the world - except those served by Wealth Management Americas. Its clients benefit from the entire spectrum

of UBS resources, ranging from investment management to estate planning and corporate finance advice, in addition to specific wealth management products and services.

3.2.2 Wealth Management Americas

Wealth Management Americas provides advice-based solutions and banking services through financial advisors who deliver a fully integrated set of products and services specifically designed to address the needs of ultra high net worth and high net worth individuals and families. It includes the domestic US business, the domestic Canadian business and international business booked in the US.

3.2.3 Retail & Corporate

Retail & Corporate maintains, in its own opinion, a leading position across retail, corporate and institutional client segments in Switzerland and constitutes a central building block of UBS Switzerland's pre-eminent (in its own opinion) universal bank model. It provides comprehensive financial products and services embedded in a true multi-channel experience, offering clients convenient access. It continues to enhance the range of life-cycle products and services offered to clients, while pursuing additional growth in advisory and execution services.

3.2.4 Global Asset Management

Global Asset Management is, in its own opinion, a large-scale asset manager with diversified businesses across investment capabilities, regions and distribution channels. It offers investment capabilities and styles across all major traditional and alternative asset classes including equities, fixed income, currencies, hedge funds, real estate, infrastructure and private equity that can also be combined into multi-asset strategies. The fund services unit provides professional services including fund set-up, accounting and reporting for both traditional investment funds and alternative funds.

3.2.5 Investment Bank

The Investment Bank provides corporate, institutional and wealth management clients with expert advice, innovative financial solutions, outstanding execution and comprehensive access to the world's capital markets. It offers financial advisory and capital markets, research, equities, foreign exchange, precious metals and tailored fixed income services in rates and credit through its two business units, Corporate Client Solutions and Investor Client Services. The Investment Bank is an active participant in capital markets flow activities, including sales, trading and market-making across a range of securities.

3.2.6 Corporate Center

The Corporate Center comprises Corporate Center – Core Functions and Corporate Center – Non-core and Legacy Portfolio. Corporate Center – Core Functions provides Group-wide control functions including finance, risk control (including compliance) and legal. In addition, it provides all logistics and support functions including operations, information technology, human resources, corporate development, regulatory relations and strategic initiatives, communications and branding, corporate real estate and administrative services, procurement, physical security, information security, offshoring and treasury services such as funding, balance sheet and capital management. Corporate Center – Core Functions allocates most of its treasury income, operating expenses and personnel associated with the abovementioned activities to the businesses. Corporate Center – Non-core and Legacy Portfolio comprises the non-core businesses and legacy positions previously part of the Investment Bank.

3.3 Competition

The financial services industry is characterized by intense competition, continuous innovation, 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's results as of and for the quarter ended 31 March 2014, as presented in UBS AG's first quarter 2014 report (including unaudited consolidated financial statements of UBS Group)

UBS Group: Net profit attributable to UBS shareholders for the first quarter of 2014 was CHF 1,054 million compared with CHF 917 million in the fourth quarter of 2013. Operating profit before tax was CHF 1,393 million compared with CHF 449 million in the prior quarter. Operating income increased by CHF 951 million, mainly due to an increase in net interest and trading income as well as due to higher other income. Operating expenses were virtually unchanged. On an adjusted³ basis, profit before tax was CHF 1,486 million compared with CHF 755 million in the prior quarter. Adjusted operating income increased by CHF 732 million to CHF 7,147 million, reflecting an increase of CHF 597 million in adjusted net interest and trading income as well as CHF 77 million higher adjusted other income. Adjusted operating expenses were virtually unchanged at CHF 5,661 million, reflecting an increase of CHF 214 million in personnel expenses and CHF 114 million higher charges for provisions for litigation, regulatory and similar matters, offset by a reduction of CHF 328 million in other non-personnel expenses. UBS recorded a net tax expense of CHF 339 million compared with a net tax benefit of CHF 470 million.

Wealth Management: Profit before tax was CHF 619 million in the first quarter of 2014, an increase of CHF 148 million compared with the fourth quarter of 2013. Adjusted³ for restructuring charges, profit before tax increased by CHF 147 million to CHF 659 million. This reflects CHF 84 million higher operating income, largely as a result of higher transaction-based income, and a CHF 63 million decline in adjusted operating expenses, mainly as CHF 86 million higher charges for provisions for litigation, regulatory and similar matters were more than offset by lower other general and administrative expenses and lower variable compensation expenses. The gross margin on invested assets increased 2 basis points to 87 basis points. Net new money was CHF 10.9 billion compared with CHF 5.8 billion in the prior quarter.

Wealth Management Americas: Profit before tax was USD 272 million in the first quarter of 2014 compared with USD 254 million in the fourth quarter of 2013. Adjusted³ for restructuring charges, profit before tax increased slightly to USD 284 million. Total operating income increased to USD 1,865 million from USD 1,851 million, as continued growth in managed account fees was partly offset by lower net interest income and lower other income as the prior quarter included a USD 15 million insurance reimbursement. The first quarter included credit loss recoveries of USD 19 million compared with credit loss expenses of USD 9 million in the prior quarter. Total operating expenses decreased by USD 2 million to USD 1,594 million. The first quarter included USD 12 million of restructuring charges compared with USD 29 million in the prior quarter. Net new money inflows decreased to USD 2.1 billion from USD 4.9 billion in the prior quarter.

Retail & Corporate: Profit before tax was CHF 386 million in the first quarter of 2014 compared with CHF 332 million in the fourth quarter of 2013. Adjusted³ for restructuring charges, profit before tax increased by CHF 57 million to CHF 401 million, mainly as adjusted operating expenses decreased by CHF 55 million, primarily as a result of lower charges for provisions for litigation, regulatory and similar matters. Operating income was virtually unchanged. The annualized net new business volume growth rate for the retail business was 4.3% compared with negative 0.3% in the prior quarter.

Global Asset Management: Profit before tax was CHF 122 million in the first quarter of 2014 compared with CHF 130 million in the fourth quarter of 2013. Adjusted³ for restructuring charges, profit before tax was CHF 126 million compared with CHF 143 million due to lower operating income partly offset by lower operating expenses. Excluding money market flows, net new money inflows were CHF 13.0 billion compared with net outflows of CHF 4.6 billion in the prior quarter.

Investment Bank: Profit before tax was CHF 425 million in the first quarter of 2014 compared with CHF 297 million in the fourth quarter of 2013. Adjusted³ for restructuring charges, profit before tax was CHF 549 million compared with CHF 386 million. This increase was mainly due to higher revenues in both Investor Client Services and Corporate Client Solutions, partly offset by an increase in operating expenses. Fully applied risk-weighted assets were unchanged at CHF 62 billion.

Corporate Center – Core Functions recorded a loss before tax of CHF 176 million in the first quarter of 2014 compared with a loss of CHF 565 million in the prior quarter. The first quarter included operating expenses remaining in Corporate Center – Core Functions, after service allocations, of CHF 227 million

³ Unless otherwise indicated, first-quarter 2014 "adjusted" figures exclude each of the following items, to the extent applicable, on a Group and business division level: own credit gain of CHF 88 million, gains on sales of real estate of CHF 23 million and net restructuring charges of CHF 204 million. For the fourth quarter of 2013, the items excluded were an own credit loss of CHF 94 million, gains on sales of real estate of CHF 61 million, a loss related to the buyback of debt in a public tender offer of CHF 75 million and net restructuring charges of CHF 198 million.

and treasury income remaining in Corporate Center – Core Functions of negative CHF 46 million, partly offset by an own credit gain of CHF 88 million.

Corporate Center – Non-core and Legacy Portfolio recorded a loss before tax of CHF 225 million in the first quarter of 2014 compared with a loss of CHF 446 million in the prior quarter, mainly due to an improvement of CHF 49 million in debit valuation adjustments, revaluation gains in UBS's credit business and lower losses from unwind and novation activities. Furthermore, the fourth quarter of 2013 included a charge of CHF 68 million for the annual UK bank levy. The first quarter included total operating expenses of CHF 254 million compared with CHF 317 million in the prior quarter. Fully applied risk-weighted assets decreased by CHF 3 billion to CHF 60 billion.

Balance sheet: As of 31 March 2014, UBS's balance sheet assets stood at CHF 983 billion, a decrease of CHF 36 billion from 31 December 2013, primarily due to a continued reduction in positive replacement values in both Corporate Center – Non-core and Legacy Portfolio and the Investment Bank. Funded assets, which represent total assets excluding positive replacement values and collateral delivered against over-the-counter derivatives, increased by CHF 3 billion to CHF 742 billion. This increase mainly reflected client-driven increases in trading portfolio assets in the Investment Bank and lending activity in Wealth Management, partly offset by reduced collateral trading assets in Corporate Center – Core Functions. Excluding currency effects, funded assets increased by approximately CHF 6 billion.

Capital management: UBS's fully applied common equity tier 1 ("CET1") capital ratio improved 0.4 percentage points to 13.2% as of 31 March 2014. Fully applied CET1 capital increased by CHF 1.0 billion to CHF 29.9 billion, mainly due to the first quarter net profit. On a phase-in basis, CET1 capital ratio declined 0.6 percentage points to 17.9%, mainly due to the CHF 1.0 billion decrease in phase-in CET1 capital to CHF 41.2 billion, mostly arising from the effect of capital deductions related to transitional effects applicable from 1 January 2014, partly offset by the first quarter net profit. Risk-weighted assets increased by CHF 2 billion to CHF 227 billion on a fully applied basis and by CHF 1 billion to CHF 230 billion on a phase-in basis. UBS's Swiss SRB leverage ratio improved 0.3 percentage points to 5.0% on a phase-in basis due to the reduction of the leverage ratio denominator as well as through the issuance of low-trigger, loss-absorbing, Basel III-compliant subordinated notes.

3.4.2 UBS announces further plans to modify legal structure

As stated by means of a news release issued on 6 May 2014, UBS has already announced a series of measures to improve the resolvability of the Group. As a substantial step on this path, UBS intends to establish a group holding company through a share for share exchange offer, which will commence later this year, subject to regulatory approvals. UBS anticipates that the measures to improve resolvability will allow the firm to qualify for a capital rebate under the Swiss "too-big-to-fail" requirements. This rebate would result in lower overall capital requirements for UBS.

Following completion of the transaction, UBS expects to propose a supplementary capital return of at least CHF 0.25 per share to shareholders of the new group holding company.

As reported in 2013, UBS also intends to establish a banking subsidiary in Switzerland in mid-2015. The scope of this future subsidiary's business is expected to include the Retail & Corporate business and the Swiss-booked Wealth Management business.

In the UK, and in consultation with the UK and Swiss regulators, UBS expects to commence the implementation of a revised business and operating model for UBS Limited in the second quarter of 2014. This will result in UBS Limited bearing and retaining a greater degree of the risk and reward of its business activities. UBS AG expects to increase the capitalization of UBS Limited accordingly.

In the US, UBS will comply with new rules for foreign banks under the Dodd-Frank Wall Street Reform and Consumer Protection Act that will require an intermediate holding company to own all of its operations other than US branches of UBS AG by 1 July 2016. As a result, UBS will designate an intermediate holding company to hold all US subsidiaries of UBS.

The announced plans do not require UBS to raise additional equity capital, and are not expected to materially affect the firm's capital-generating capability.

These structural changes have been discussed with FINMA and other regulatory authorities. The dialogue with regulators will continue and the changes remain subject to some uncertainties that may affect their feasibility, scope or timing.

3.4.3 UBS's Investor Update

This section discusses targets developed for UBS Group, and each of its business divisions and its Corporate Center, by UBS's management. These targets represent goals and do not represent forecasts or estimates. While these targets represent UBS's judgments concerning the matters described, a number of risks, uncertainties and other important factors could cause actual developments and results to differ materially from UBS's targets. For a discussion of these risks, see the "Risk Factors" section of UBS's Annual Report 2013 .

On 6 May 2014, UBS provided an update on the execution of its strategy and steps to further unlock the bank's potential.

UBS aims to sustain its position as the world's pre-eminent (in UBS's own opinion) wealth manager by providing clients with a broad scope of products and services, cutting-edge capabilities and superior investment and wealth management advice. Its wealth management businesses will strive to achieve growth of 10-15% in their combined adjusted annual pre-tax profit by investing for growth and delivering the entire bank to clients.

UBS seeks to maintain its position as the leading (in UBS's own opinion) universal bank in Switzerland and sustain its strong momentum in its home market. Retail & Corporate is a leading innovator in online and mobile banking services and differentiates itself through the high degree of integration it has with the other UBS businesses.

Global Asset Management seeks to strengthen its role as a trusted partner for its clients and, drawing on the full breadth of the firm's capabilities, deliver high-quality solutions. Through a combination of favourable industry fundamentals and strategic initiatives, it targets an adjusted annual pre-tax profit of CHF 1 billion in the medium term.

The Investment Bank aims to strengthen its position in the target segments advisory, research, equities, foreign exchange and precious metals, and to continue to deliver focused, high-quality rates and credit capabilities. Operating within its limits including CHF 70 billion in Basel III fully applied risk-weighted assets ("**RWA**") and CHF 200 billion in funded assets, the Investment Bank will continue to target an adjusted annual pre-tax return on attributed equity of greater than 15%.

Having achieved its 2014 fully applied CET1 ratio target of 13%, UBS is committed to also achieving its post-stress fully applied CET1 ratio target of 10% this year. On achievement of these goals, UBS intends to pay out at least 50% of net profits in capital returns to shareholders while still investing for growth.

UBS aims to further increase cost efficiency and has strengthened cost management and transparency. Compared with 2013, UBS is targeting a CHF 1.4 billion reduction in Corporate Center operating expenses by year-end 2015. After that, UBS expects further cost reductions of CHF 0.7 billion in Non-Core and Legacy Portfolio as it fully exits the portfolio. The cost/income ratio target ranges for Wealth Management, Wealth Management Americas and the Investment Bank have been adjusted to reflect the intent to reduce Corporate Center allocated costs and enhance front-office efficiency. This will allow for continued investments in profitable growth while maximizing cost efficiency. The Group's adjusted cost/income ratio target from 2015 remains unchanged at 60–70%.

UBS is targeting a Swiss SRB leverage ratio denominator of CHF 900 billion by 2016 (based on the rules applicable today). UBS achieved its 13% fully applied CET1 ratio target in the first quarter of 2014 and will maintain this ratio as the core measure of its capital strength – the foundation of its overall strategy. Capital and balance sheet will continue to be managed in a three-pronged approach which balances CET1, CET1 post-stress and the Swiss SRB leverage ratio.

UBS continues to make strong progress in the reduction of its Non-core and Legacy Portfolio. RWA excluding operational risk have been reduced by nearly 60% over the last 5 quarters, well ahead of plan. While this process will incur some costs during the run-down, and does consume capital, its risks are well understood. The 2015 Basel III RWA target for Non-core and Legacy Portfolio has been reduced to ~CHF 40 billion from ~CHF 55 billion, reflecting progress to date and expected future reductions.

Annual performance targets

Complete list of UBS Group and business division annual external performance targets, which supersedes previous targets. Performance targets assume constant FX rates.

The following are targets developed for UBS Group, and each of its business divisions and its Corporate Center, by UBS's management. These targets represent goals and do not represent forecasts or estimates. While these targets represent UBS's judgments concerning the matters described, a number of risks, uncertainties and other important factors could cause actual developments and results to differ materially from UBS's targets. For a discussion of these risks, see the "Risk Factors" section of UBS's Annual Report 2013.

Group:

- Basel III fully applied CET1 ratio: 13%
- Basel III RWA: <CHF 215 billion by 31.12.15 (previously <CHF 225 billion)
- Basel III RWA: <CHF 200 billion by 31.12.17
- Swiss SRB leverage ratio denominator of CHF 900 billion by 2016 (based on the rules applicable today) (new target)
- Adjusted cost/income ratio: 60–70% from 2015
- Adjusted return on equity: >15% from 2015 (while UBS continues to target a Group return on equity of greater than 15% in 2015, given elevated operational risk RWA, it may not achieve that until 2016.)

Wealth Management:

- Net new money growth rate: 3–5%
- Gross margin: 95–105 bps
- Adjusted cost/income ratio: 55–65% from 2015 (remains 60–70% for 2014)

Wealth Management Americas:

- Net new money growth rate: 2–4%
- Gross margin: 75–85 bps
- Adjusted cost/income ratio: 75–85% from 2015 (remains 80–90% for 2014)

Retail & Corporate:

- Net new business volume growth for retail business: 1–4%
- Net interest margin: 140–180 bps
- Adjusted cost/income ratio: 50–60%

Global Asset Management:

- Net new money growth rate: 3–5% excluding money market (previously including money market)
- Gross margin: 32–38 bps
- Adjusted cost/income ratio: 60–70%

- Adjusted annual profit before tax: CHF 1 billion in the medium term (new target)

Investment Bank:

- Adjusted annual pre-tax return on attributed equity: >15%
- Adjusted cost/income ratio: 70–80% from 2015 (remains 65–85% for 2014)
- Basel III RWA limit of CHF 70 billion
- Funded assets limit of CHF 200 billion

Corporate Center – Core Functions:

- CHF 1.0 billion annual net cost reduction by year-end 2015 (measured by 2015 year-end exit rate versus FY13 adjusted operating expenses, net of changes in charges for provisions for litigation, regulatory and similar matters; measured net of FX movements and changes in regulatory demand of temporary nature.)

Corporate Center – Non-core and Legacy Portfolio:

- Basel III RWA: ~CHF 40 billion by 31.12.15 (previously ~CHF 55 billion)
- Basel III RWA: ~CHF 25 billion by 31.12.17
- CHF 0.4 billion annual net cost reduction by year-end 2015 (measured by 2015 year-end exit rate versus FY13 adjusted operating expenses, net of changes in charges for provisions for litigation, regulatory and similar matters.)
- CHF 0.7 billion additional annual net cost reduction after 2015 (reduction in annual adjusted operating expenses versus FY13.)

3.4.4 Results of the Annual General Meeting of UBS AG

At the Annual General Meeting held on 7 May 2014 UBS AG shareholders approved the Annual Report and Consolidated Financial Statements for 2013 and confirmed Ernst & Young AG, Basel, as auditors and the Independent Proxy (ADB Altorfer Duss & Beilstein AG, Zurich). They also approved the distribution of a dividend of CHF 0.25 per share from capital contribution reserves.

Compensation Report approved

In an advisory vote, a majority of shareholders (85.93%) approved the Compensation Report for 2013.

Discharge approved

Shareholders approved the discharge of the members of the Board of Directors and the Group Executive Board for the 2013 financial year (87.30%).

Amended Articles of Association approved

Shareholders approved the amended Articles of Association of UBS AG to implement the new Ordinance Against Excessive Compensation in Listed Stock Corporations (73.38%).

EU Capital Requirements Directive of 2013 (CRD IV) approved

In an advisory vote, a majority of shareholders (98.34%) approved the EU Capital Requirements Directive of 2013 (CRD IV).

Elections to the Board of Directors

The Annual General Meeting confirmed in office the Chairman of the Board of Directors, Axel A. Weber (96.09%) and fellow Board members Michel Demaré (98.13%), David Sidwell (98.04%), Reto Francioni (98.87%), Ann F. Godbehere (97.81%), Axel P. Lehmann (98.31%), Helmut Panke (97.91%), William G.

Parrett (94.24%), Isabelle Romy (98.69%), Beatrice Weder di Mauro (98.70%) and Joseph Yam (98.26%). Detailed CVs of all the members of the Board of Directors are available at www.ubs.com/bod.

Elections to the Human Resources and Compensation Committee

Shareholders elected Ann F. Godbehere (97.35%), Michel Demaré (97.45%), Helmut Panke (97.40%), and Reto Francioni (98.54%) to the Human Resources and Compensation Committee.

1,666 shareholders attended the Annual General Meeting, representing 1,994,794,917 votes.

3.5 Trend Information

As stated in the outlook statement presented in UBS AG's first quarter 2014 report, including unaudited consolidated financial statements of UBS Group and issued on 6 May 2014, at the start of the second quarter of 2014, many of the underlying challenges and geopolitical issues that UBS has previously highlighted remain. The continued absence of sustained and credible improvements to unresolved issues in Europe, continuing US fiscal and monetary policy issues, geopolitical instability and the mixed outlook for global growth would make improvements in prevailing market conditions unlikely. Despite these challenges, UBS will continue to execute on its strategy in order to ensure the firm's long-term success and to deliver sustainable returns for shareholders.

4. Administrative, Management and Supervisory Bodies of UBS AG

UBS AG is subject to, and acts in compliance with, all relevant Swiss legal and regulatory requirements regarding corporate governance. In addition, as a foreign company with shares listed on the New York Stock Exchange ("NYSE"), UBS AG is in compliance with all relevant corporate governance standards applicable to foreign listed companies.

UBS AG operates under a strict dual board structure, as mandated by Swiss banking law. The Board of Directors ("**BoD**") decides on the strategy of the Group upon the recommendation of the Group Chief Executive Officer ("**Group CEO**"), and supervises and monitors the business, whereas the Group Executive Board ("**GEB**"), headed by the Group CEO, has executive management responsibility. The functions of Chairman of the BoD and Group CEO 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 the Group, for which responsibility is delegated to the GEB under the leadership of the Group CEO.

No member of one board may be a member of the other. The supervision and control of the GEB remains with the BoD. The Articles of Association and the Organisation Regulations of UBS AG with their annexes govern the authorities and responsibilities of the two bodies.

4.1 Board of Directors

The BoD is the most senior body of UBS AG. The BoD consists of at least six and a maximum of 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. The BoD's proposal for election must be such that three-quarters of the BoD members will be independent. Independence is determined in accordance with the Swiss Financial Market Supervisory Authority (FINMA) circular 08/24, the NYSE rules and the rules and regulations of other securities exchanges on which UBS AG shares are listed, if any, applying the strictest standard. The Chairman does not need to be independent.

The BoD has ultimate responsibility for the success of the UBS Group and for delivering sustainable shareholder value within a framework of prudent and effective controls. It decides on UBS Group's strategic aims and the necessary financial and human resources upon recommendation of the Group CEO and sets the UBS Group's values and standards to ensure that its obligations to shareholders and others are met.

The BoD meets as often as business requires, and at least six times a year.

4.1.1 Members of the Board of Directors

Member and business address	Title	Term of office	Current principal positions outside UBS AG
Axel A. Weber UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Chairman	2015	Member of the board of the Institute of International Finance and the International Monetary Conference; member of the European Banking Group, the European Financial Services Roundtable and the Group of Thirty, Washington, D.C.; research fellow at the Center for Economic Policy Research, London, and the Center for Financial Research, Cologne; senior research fellow at the Center for Financial Studies, Frankfurt/Main; member of the Monetary Economics and International Economics Councils of the leading association of German-speaking economists, the <i>Verein für Socialpolitik</i> ; member of the Advisory Board of the German Market Economy Foundation and of the Advisory Board of the Department of Economics at the University of Zurich; member of the IMD Foundation, Lausanne and of the International Advisory Panel of the Monetary Authority of Singapore
Michel Demaré Syngenta International AG, Schwarzwaldallee 215, CH-4058 Basel	Independent Vice Chairman	2015	Chairman of the board of Syngenta, a member of the IMD Supervisory Board, Lausanne, and Chairman of SwissHoldings, Berne. Chairman of the Syngenta Foundation for Sustainable Agriculture. Member of the advisory board of the Department of Banking and Finance, University of Zurich. Member of the board of Louis-Dreyfus Commodities Holdings BV
David Sidwell UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Senior Independent Director	2015	Director and Chairperson of the Risk Policy and Capital Committee of Fannie Mae, Washington D.C.; Senior Advisor at Oliver Wyman, New York; Chairman of the board of Village Care, New York; Director of the National Council on Aging, Washington D.C.
Reto Francioni Deutsche Börse AG, D-60485 Frankfurt am Main	Member	2015	CEO of Deutsche Börse AG and holding various mandates on the boards of Deutsche Börse Group subsidiaries; professor at the University of Basel. Member of the Shanghai International Financial Advisory Committee, the Advisory Board of Moscow International Financial Center, the International Advisory Board of Instituto de Empresa, the Board of Trustees of the Goethe Business School; the Steering Committee of the Project "Role of Financial Services in Society", World Economic Forum, the Franco-German Roundtable, the Strategic Advisory Group of VHV Insurance
Ann F. Godbehere UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Member	2015	Board member and Chairperson of the Audit Committee of Prudential plc, Rio Tinto plc, Rio Tinto Limited, London. Member of the board of Arden Holdings Ltd., Bermuda, and British American Tobacco plc.
Axel P. Lehmann Zurich Insurance Group, Mythenquai 2, CH-8002 Zurich	Member	2015	Member of the Group Executive Committee, Group Chief Risk Officer and Regional Chairman Europe of Zurich Insurance Group, Zurich; Chairman of the board of Farmers Group, Inc.; Chairman of the board of the Institute of Insurance Economics at the University of St. Gallen; former Chairman and member of the Chief Risk Officer Forum; member of the board of Economiesuisse; member of the board of Zurich Insurance plc., Dublin; member of the supervisory board of Zurich Beteiligungs AG, Frankfurt a.m.
Helmut Panke UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Member	2015	Member of the board and Chairperson of the Regulatory and Public Policy Committee of Microsoft Corporation; member of the board and Chairperson of the Safety & Risk Committee of Singapore Airlines Ltd.; member of the Supervisory Board of Bayer AG
William G. Parrett UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Member	2015	Member of the board and Chairperson of the Audit Committee of the Eastman Kodak Company, the Blackstone Group LP and Thermo Fisher Scientific Inc.; member of the board of iGATE. Past Chairman of the board of the United States Council for International Business and of United Way Worldwide; member of the Carnegie Hall Board of Trustees; member of the Committee on Capital Markets Regulation
Isabelle Romy Froriep, Bellerivestrasse 201, CH-8034 Zurich	Member	2015	Partner at Froriep, Zurich; associate professor at the University of Fribourg and at the Federal Institute of Technology, Lausanne; member and Vice Chairman of the Sanction Commission of the SIX Swiss Exchange

Member and business address	Title	Term of office	Current principal positions outside UBS AG
Beatrice Weder di Mauro Johannes Gutenberg-University Mainz, Jakob Welder-Weg 4, D-55099 Mainz	Member	2015	Professor at the Johannes Gutenberg University, Mainz; research fellow at the Center for Economic Policy Research, London; member of the board of Roche Holding Ltd., Basel, and Robert Bosch GmbH, Stuttgart. Member of the Corporate Governance Commission of the German Government; member of the Committee on International Economic Policy Reform, Washington; member of the senate of Max Planck Gesellschaft; Vice-Chair Global Agenda Council "Fiscal Issues" of the World Economic Forum
Joseph Yam UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Member	2015	Executive Vice President of the China Society for Finance and Banking. Distinguished research fellow of the Institute of Global Economics and Finance; member of the board of Community Chest of Hong Kong; member of the International Advisory Council of China Investment Corporation. Member of the board of Johnson Electric Holdings Limited and of UnionPay International Co., Ltd.

4.1.2 Organisational principles and structure

Following each AGM, the BoD meets to appoint its Chairman, Vice Chairmen, Senior Independent Director, the 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 Corporate Responsibility Committee, the Governance and Nominating Committee, the Human Resources and Compensation Committee and the Risk Committee. The BoD has also established an ad-hoc committee on strategy and an ad-hoc special committee.

4.1.3 Audit Committee

The Audit Committee ("AC") is comprised of five BoD members, with all members having been determined by the BoD to be fully independent and financially literate.

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 and UBS Group's 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 the following: (i) UBS AG's and UBS Group's accounting policies, financial reporting and disclosure controls and procedures, (ii) the quality, adequacy and scope of external audit, (iii) UBS AG's and UBS Group's compliance with financial reporting requirements, (iv) the senior management's 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 UBS's Group Internal Audit in conjunction with the Chairman of the BoD and the Risk Committee.

The AC reviews the annual and quarterly financial statements of UBS AG and UBS Group, as proposed by management, with the external auditors and Group Internal Audit in order to recommend their approval (including any adjustments the AC considers appropriate) to the BoD.

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 the rotation of the lead audit partner. The BoD then submits these proposals for approval at the AGM.

The members of the AC are William G. Parrett (Chairperson), Michel Demaré, Ann F. Godbehere, Isabelle Romy and Beatrice Weder di Mauro.

4.2 Group Executive Board

Under the leadership of the Group CEO, the GEB has executive management responsibility for the UBS Group and its business. It assumes overall responsibility for the development of the UBS Group and

business division strategies and the implementation of approved strategies. All GEB members (with the exception of the Group CEO) are proposed by the Group CEO. The appointments are made by the BoD.

4.2.1 *Members of the Group Executive Board*

Member and business address	Function
Sergio P. Ermotti UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Group Chief Executive Officer
Markus U. Diethelm UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Group General Counsel
Lukas Gähwiler UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Chief Executive Officer UBS Switzerland, Chief Executive Officer Retail & Corporate
Ulrich Körner UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Chief Executive Officer Global Asset Management, Chief Executive Officer UBS Group EMEA
Philip J. Lofts UBS AG, 677 Washington Boulevard, Stamford, CT 06901 USA	Group Chief Risk Officer
Robert J. McCann UBS AG, 1200 Harbor Boulevard, Weehawken, NJ 07086 USA	Chief Executive Officer Wealth Management Americas, Chief Executive Officer UBS Group Americas
Tom Naratil UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Group Chief Financial Officer, Group Chief Operating Officer
Andrea Orcel UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Chief Executive Officer Investment Bank
Chi-Won Yoon UBS AG, 2 International Finance Centre 52/F, 8 Finance Street, Central, Hong Kong	Chief Executive Officer UBS Group Asia Pacific
Jürg Zeltner UBS AG, Bahnhofstrasse 45, CH-8001 Zurich	Chief Executive Officer Wealth Management

No member of the GEB has any significant business interests outside UBS AG.

4.3 **Potential Conflicts of Interest**

Members of the BoD and GEB may act as directors or executive officers of other companies (for current principal positions outside UBS AG, if any, of BoD members, please see section 4.1.1 above) and may have economic or other private interests that differ from those of UBS AG. Potential conflicts of interest may arise from these positions or interests. 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 39 of the Articles of Association, UBS AG shareholders elect the auditors for a term of office of one year. At the AGM of 3 May 2012, 2 May 2013 and 7 May 2014, Ernst & Young Ltd., Aeschengraben 9, CH-4002 Basel ("Ernst & Young") were elected as auditors for the financial statements of UBS AG and the consolidated financial statements of the UBS Group for a one-year term.

Ernst & Young is a member of the Swiss Institute of Certified Accountants and Tax Consultants based in Zurich, Switzerland.

6. Major Shareholders of UBS AG

Under the Swiss Federal Act on Stock Exchanges and Securities Trading of 24 March 1995, as amended (the "**Swiss Stock Exchange Act**"), anyone holding shares in a company listed in Switzerland, or holding derivative rights related to shares of such a company, must notify the company and the SIX Swiss Exchange if the holding attains, falls below or exceeds one of the following threshold percentages: 3, 5, 10, 15, 20, 25, 33 1/3, 50 or 66 2/3% of the voting rights, whether or not such rights may be exercised.

The following are the most recent notifications of holdings in UBS AG's share capital filed in accordance with the Swiss Stock Exchange Act, based on UBS AG's registered share capital at the time of the disclosure: (i) 18 September 2013, Government of Singapore Investment Corp disclosed a change of its corporate name to GIC Private Limited and a holding of 6.40%; (ii) 30 September 2011, Norges Bank (the Central Bank of Norway), 3.04%; (iii) 17 December 2009, BlackRock Inc., New York, USA, 3.45%.

Voting rights may be exercised without any restrictions by shareholders entered into the share register, if they expressly render a declaration of beneficial ownership according to the provisions of the Articles of Association. Special provisions exist for the registration of fiduciaries and nominees. Fiduciaries and nominees are entered in the share register with voting rights up to a total of 5% of all shares issued, if they agree to disclose upon UBS AG's request beneficial owners holding 0.3% or more of all UBS AG shares. An exception to the 5% voting limit rule exists for securities clearing organisations such as The Depository Trust Company in New York.

As of 31 March 2014, the following shareholders (acting in their own name or in their capacity as nominees for other investors or beneficial owners) were registered in the share register with 3% or more of the total share capital of UBS AG: Chase Nominees Ltd., London (11.98%); GIC Private Limited, Singapore (6.39%); the US securities clearing organisation DTC (Cede & Co.) New York, "The Depository Trust Company" (6.28%); and Nortrust Nominees Ltd., London (3.51%).

UBS holds UBS AG shares primarily to hedge employee share and option participation plans. In addition, the Investment Bank holds a limited number of UBS AG shares in its capacity as a liquidity provider to the equity index futures market and as a market-maker in UBS AG shares and derivatives on UBS AG shares. Furthermore, to meet client demand, UBS has issued structured debt instruments linked to UBS AG shares, which are economically hedged by cash-settled derivatives and, to a limited extent, own shares held by the Investment Bank. As of 31 March 2014, UBS held 92,241,706 UBS AG shares, corresponding to 2.4% of the total share capital of UBS AG. As 31 December 2013, UBS had disposal positions relating to 284,975,843 voting rights of UBS AG, corresponding to 7.4% of the total voting rights of UBS AG. 7.0% of this consisted of voting rights on shares deliverable in respect of employee awards.

Further details on the distribution of UBS AG's shares, also by region and shareholders' type, and on the number of shares registered, not registered and carrying voting rights as of 31 December 2013 can be found in the Annual Report 2013, on pages 258-261 (inclusive) of the English version.

7. Financial Information concerning UBS AG's Assets and Liabilities, Financial Position and Profits and Losses

7.1 Historical Annual Financial Information

A description of UBS AG's and UBS Group's assets and liabilities, financial position and profits and losses for financial year 2012 is available in the Financial information section of the annual report of UBS AG as of 31 December 2012 ("**Annual Report 2012**"), and for financial year 2013 is available in the Financial information section of the Annual Report 2013. UBS AG's financial year is the calendar year.

The annual financial reports form an essential part of UBS AG's reporting. They include the audited consolidated financial statements of UBS Group, prepared in accordance with International Financial Reporting Standards, as issued by the International Accounting Standards Board, and the audited financial statements of UBS AG (Parent Bank), prepared in order to meet Swiss regulatory requirements and in compliance with Swiss GAAP. The Financial information section of the annual reports also includes certain additional disclosures required under US Securities and Exchange Commission regulations. The annual reports also include discussions and analysis of the financial and business results of UBS, its business divisions and the Corporate Center.

7.2 Auditing of Historical Annual Financial Information

The consolidated financial statements and standalone financial statements of UBS AG for financial years 2012 and 2013 were audited by Ernst & Young. The reports of the auditors on the consolidated financial statements can be found on pages 321-322 (inclusive) of the Annual Report 2012 and on pages 348-349 (inclusive) of the Annual Report 2013 (Financial information section, English version). The reports of the auditors on the standalone financial statements of UBS AG can be found on pages 483-484 (inclusive) of the Annual Report 2012 and on pages 532-533 (inclusive) of the Annual Report 2013 (Financial information section, English version).

There are no qualifications in the auditors' reports on the audited consolidated financial statements of UBS Group nor in the standalone financial statements of UBS AG for the years ended on 31 December 2012 and 31 December 2013, which are incorporated by reference into this document.

7.3 Interim Financial Information

Reference is also made to UBS AG's first quarter 2014 report, which contains information on the financial condition and the results of operation of the UBS Group as of and for the quarter ended on 31 March 2014. The interim financial statements are not audited.

7.4 Incorporation by Reference

UBS AG's Annual Report 2012, Annual Report 2013 and the first quarter 2014 report are fully incorporated in, and form an integral part of, this document.

7.5 Litigation, Regulatory and Similar Matters

The Group 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 is often difficult to predict, particularly in the earlier stages of a case. There are also situations where the Group 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 the Group 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. The Group 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 the Group 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. If any of those conditions is not met, such matters result in contingent liabilities.

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 as to 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 14a to the unaudited consolidated financial statements included in UBS AG's first quarter 2014 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, which 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 UBS therefore cannot provide a numerical estimate of the future losses that could arise from the class of litigation, regulatory and similar matters, it can confirm that it believes that the aggregate amount of possible future losses from this class that are more than remote substantially exceeds the level of current provisions.

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" and "Risk management and control" sections of UBS AG's first quarter 2014 report.

Provisions for litigation, regulatory and similar matters by segment^{1, 2}

<i>CHF million</i>	WM	WMA	R&C	Gl AM	IB	CC – CF	CC – NcLP	UBS
Balance as of 31 December 2013	165	56	82	3	22	488	808	1,622
Increase in provisions recognized in the income statement	89	47	11	0	0	0	55	203
Release of provisions recognized in the income statement	(3)	(5)	0	0	(1)	(6)	(1)	(15)
Provisions used in conformity with designated purpose	(12)	(5)	(3)	0	(1)	0	(4)	(24)
Reclassifications	0	0	0	0	(2)	0	2	0
Foreign currency translation / unwind of discount	0	(1)	0	0	0	1	(7)	(7)
Balance as of 31 March 2014	239	92	90	3	19	483	853	1,778

1 WM = Wealth Management; WMA = Wealth Management Americas; R&C = Retail & Corporate; Gl AM = Global Asset Management; IB = Investment Bank; CC-CF = Corporate Center – Core Functions; CC-NcLP = Corporate Center - Non-core and Legacy Portfolio. 2 Provisions, if any, for the matters described in (a) item 4 of this section are recorded in Wealth Management, (b) item 7 of this section are recorded in Wealth Management Americas, (c) item 11 of this section are recorded in the Investment Bank, (d) items 3 and 10 of this section are recorded in Corporate Center – Core Functions and (e) items 2 and 6 of this section are recorded in Corporate Center – Non-core and Legacy Portfolio. Provisions for the matters described in items 1 and 9 of this section are allocated between Wealth Management and Retail & Corporate, provisions for the matter described in item 5 of this section are allocated between the Investment Bank and Corporate Center – Non-core and Legacy Portfolio, and provisions for the matter described in item 8 of this section are allocated between the Investment Bank and Corporate Center – Core Functions.

1. Inquiries regarding cross-border wealth management businesses

Following the disclosure and the settlement of the US cross-border matter, tax and regulatory authorities in a number of countries have made inquiries and served requests for information located in their respective jurisdictions relating to the cross-border wealth management services provided by UBS and other financial institutions. As a result of investigations in France, in May and June 2013, respectively, UBS (France) S.A. and UBS AG were put under formal examination ("*mise en examen*") for complicity in having illicitly solicited clients on French territory, and were declared witness with legal assistance ("*témoign assisté*") regarding the laundering of proceeds of tax fraud and of banking and financial solicitation by unauthorized persons. Separately, in June 2013, the French banking supervisory authority's

disciplinary commission reprimanded UBS (France) S.A. for having had insufficiencies in its control and compliance framework around its cross-border activities and "know your customer" obligations. It imposed a penalty of EUR 10 million, and a provision in that amount is reflected on UBS's balance sheet at 31 March 2014. In Germany, several authorities have been conducting investigations against UBS Deutschland AG, UBS AG, and against certain employees of these entities concerning certain matters relating to the cross-border business. UBS is cooperating with these authorities within the limits of financial privacy obligations under Swiss and other applicable laws. Settlement discussions are ongoing with respect to the German investigations.

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 subsidiary 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.

Securities lawsuits concerning disclosures in RMBS offering documents: UBS is named as a defendant relating to its role as underwriter and issuer of RMBS in a large number of lawsuits related to approximately USD 13 billion in original face amount of RMBS underwritten or issued by UBS. Some of the lawsuits are in their early stages and have not advanced beyond the motion to dismiss phase; others are in varying stages of discovery. Of the USD 13 billion in original face amount of RMBS that remains at issue in these cases, approximately USD 3 billion was issued in offerings in which a UBS subsidiary transferred underlying loans (the majority of which were purchased from third-party originators) into a securitization trust and made representations and warranties about those loans ("**UBS-sponsored RMBS**"). The remaining USD 10 billion of RMBS to which these cases relate was issued by third parties in securitizations in which UBS acted as underwriter ("**third-party RMBS**").

In connection with certain of these lawsuits, UBS has indemnification rights against surviving third-party issuers or originators for losses or liabilities incurred by UBS, but UBS cannot predict the extent to which it will succeed in enforcing those rights. A class action settlement by a third-party issuer received final approval by the district court in 2013. The settlement reduced the original face amount of RMBS at issue in these cases from USD 37 billion to USD 13 billion, and the original face amount of RMBS at issue in cases involving third-party issuers from USD 34 billion to USD 10 billion, as noted above. The third-party issuer will fund the settlement at no cost to UBS. In January 2014, certain objectors to the settlement filed a notice of appeal from the district court's approval of the settlement.

Loan repurchase demands related to sales of 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 they related or to indemnify certain parties against losses. UBS has received demands to repurchase US residential mortgage loans as to which UBS made certain representations at the time the loans were transferred to the securitization trust. UBS has been notified by certain institutional purchasers and insurers of mortgage loans and RMBS of their contention that possible breaches of representations may entitle the purchasers to require that UBS repurchase the loans or to other relief. The table "Loan repurchase demands by year received – original principal balance of loans" summarizes repurchase demands received by UBS and UBS's repurchase activity from 2006 through 29 April 2014. In the table, repurchase demands characterized as Demands resolved in litigation and Demands rescinded by counterparty are considered to be finally resolved. Repurchase demands in all other categories are not finally resolved.

Loan repurchase demands by year received – original principal balance of loans ¹

<i>USD million</i>	2006-2008	2009	2010	2011	2012	2013	2014, through 29 April	Total
Resolved demands								
Actual or agreed loan repurchases / make whole payments by UBS	12	1						13
Demands rescinded by counterparty	110	104	19	303	237			773
Demands resolved in litigation	1	21						21
Demands expected to be resolved by third parties								
Demands resolved or expected to be resolved through enforcement of indemnification rights against third-party originators		77	2	45	124	99	30	377
Demands in dispute								
Demands in litigation			346	732	1,041			2,118
Demands in review by UBS				2	2	3		8
Demands rebutted by UBS but not yet rescinded by counterparty		1	2	1	17	515	115	651
Total	122	205	368	1,084	1,421	618	145	3,962

¹ Loans submitted by multiple counterparties are counted only once.

Payments that UBS has made or agreed to make to date to resolve repurchase demands equate to approximately 62% of the original principal balance of the related loans. Most of the payments that UBS has made or agreed to make to date have related to so-called "Option ARM" loans; severity rates may vary for other types of loans or for Option ARMs with different characteristics. Actual losses upon repurchase will reflect the estimated value of the loans in question at the time of repurchase as well as, in some cases, partial repayment by the borrowers or advances by servicers prior to repurchase. It is not possible to predict future losses upon repurchase for reasons including timing and market uncertainties.

In most instances in which UBS would be required to repurchase loans due to misrepresentations, UBS would be able to assert demands against third-party loan originators who provided representations when selling the related loans to UBS. However, many of these third parties are insolvent or no longer exist. UBS estimates that, of the total original principal balance of loans sold or securitized by UBS from 2004 through 2007, less than 50% was purchased from surviving third-party originators. In connection with approximately 60% of the loans (by original principal balance) for which UBS has made payment or agreed to make payment in response to demands received in 2010, UBS has asserted indemnity or repurchase demands against originators. Since 2011, UBS has advised certain surviving originators of repurchase demands made against UBS for which UBS would be entitled to indemnity, and has asserted that such demands should be resolved directly by the originator and the party making the demand.

UBS cannot reliably estimate the level of future repurchase demands, and does not know whether its rebuttals of such demands will be a good predictor of future rates of rebuttal. UBS also cannot reliably estimate the timing of any such demands.

Lawsuits related to contractual representations and warranties concerning mortgages and RMBS: In 2012, certain RMBS trusts filed an action in the Southern District of New York ("**Trustee Suit**") seeking to enforce UBS RESI's obligation to repurchase loans in the collateral pools for three RMBS securitizations ("**Transactions**") with an original principal balance of approximately USD 2 billion for which Assured Guaranty Municipal Corp. ("**Assured Guaranty**"), a financial guaranty insurance company, had previously demanded repurchase. Plaintiffs in the Trustee Suit have recently indicated that they intend to seek damages beyond the loan repurchase demands identified in the complaint, specifically for all loans purportedly in breach of any of the three Transactions. Discovery is ongoing. With respect to the loans subject to the Trustee Suit that were originated by institutions still in existence, UBS intends to enforce its indemnity rights against those institutions. Related litigation brought by Assured Guaranty was resolved in 2013.

In 2012, the FHFA, on behalf of Freddie Mac, filed a notice and summons in New York Supreme Court initiating suit against UBS RESI for breach of contract and declaratory relief arising from alleged breaches of representations and warranties in connection with certain mortgage loans and UBS RESI's alleged failure to repurchase such mortgage loans. The lawsuit seeks, among other relief, specific performance of UBS RESI's alleged loan repurchase obligations for at least USD 94 million in original principal balance of loans for which Freddie Mac had previously demanded repurchase; no damages are specified. In 2013, the Court dismissed the complaint for lack of standing, on the basis that only the RMBS trustee could assert the claims in the complaint, and the complaint was unclear as to whether the trustee was the plaintiff and had proper authority to bring suit. The trustee subsequently filed an amended complaint, which UBS moved to dismiss. The motion remains pending.

In 2013, Residential Funding Company LLC ("RFC") filed a complaint in New York Supreme Court against UBS RESI asserting claims for breach of contract and indemnification in connection with loans purchased from UBS RESI with an original principal balance of at least USD 460 million that were securitized by an RFC affiliate. This is the first case filed against UBS seeking damages allegedly arising from the securitization of whole loans purchased from UBS. Damages are unspecified.

UBS also has tolling agreements with certain institutional purchasers of RMBS concerning their potential claims related to substantial purchases of UBS-sponsored or third-party RMBS.

As reflected in the table "Provision for claims related to sales of residential mortgage-backed securities and mortgages", UBS's balance sheet at 31 March 2014 reflected a provision of USD 819 million with respect to matters described in this item 2. 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.

UBS has received requests from both the Special Inspector General for the Troubled Asset Relief Program ("SIGTARP") (who is working in conjunction with the US Attorney's Office for Connecticut and the US Department of Justice, Criminal Division, Fraud Section) and the SEC for information relating to its practices in connection with purchases and sales of mortgage-backed securities. UBS is cooperating with the authorities in these matters, which are in an early stage. Numerous other banks reportedly have received similar requests.

Provision for claims related to sales of residential mortgage-backed securities and mortgages

<i>USD million</i>	
Balance as of 31 December 2013	807
Increase in provision recognized in the income statement	15
Release of provision recognized in the income statement	0
Provision used in conformity with designated purpose	(3)
Balance as of 31 March 2014	819

3. Claims related to UBS disclosure

A putative consolidated class action has been filed in the United States District Court for the Southern District of New York against UBS, a number of current and former directors and senior officers and certain banks that underwrote UBS's May 2008 Rights Offering (including UBS Securities LLC) alleging violation of the US securities laws in connection with UBS's disclosures relating to UBS's positions and losses in mortgage-related securities, UBS's positions and losses in auction rate securities, and UBS's US crossborder business. In 2011, the court dismissed all claims based on purchases or sales of UBS ordinary shares made outside the US, and, in 2012, the court dismissed with prejudice the remaining claims based on purchases or sales of UBS ordinary shares made in the US for failure to state a claim. Plaintiffs have appealed the court's decision. UBS, a number of senior officers and employees and various UBS committees have also been sued in a putative consolidated class action for breach of fiduciary duties brought on behalf of current and former participants in two UBS Employee Retirement Income Security

Act ("**ERISA**") retirement plans in which there were purchases of UBS stock. In 2011, the court dismissed the ERISA complaint. In 2012, the court denied plaintiffs' motion for leave to file an amended complaint. On appeal, the Second Circuit upheld the dismissal of all counts relating to one of the retirement plans. With respect to the second retirement plan, the Court upheld the dismissal of some of the counts, and vacated and remanded for further proceedings with regard to the counts alleging that defendants had violated their fiduciary duty to prudently manage the plan's investment options, as well as the claims derivative of that duty.

In 2012, a consolidated complaint was filed in a putative securities fraud class action pending in federal court in Manhattan against UBS AG and certain of its current and former officers relating to the unauthorized trading incident that occurred in the Investment Bank and was announced in September 2011. The lawsuit was filed on behalf of parties who purchased publicly traded UBS securities on any US exchange, or where title passed within the US, during the period 17 November 2009 through 15 September 2011. In 2013, the district court granted UBS's motion to dismiss the complaint in its entirety. Plaintiffs have filed a notice of appeal.

4. Madoff

In relation to the Bernard L. Madoff Investment Securities LLC ("**BMIS**") investment fraud, UBS AG, UBS (Luxembourg) SA and certain other UBS subsidiaries have been subject to inquiries by a number of regulators, including the Swiss Financial Market Supervisory Authority (FINMA) and the Luxembourg Commission de Surveillance du Secteur Financier ("**CSSF**"). 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 now face severe losses, and the Luxembourg funds are in liquidation. The last reported net asset value of the two Luxembourg funds before revelation of the Madoff scheme was approximately USD 1.7 billion in the aggregate, although that figure likely includes fictitious profit reported by BMIS. 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. UBS (Luxembourg) SA and certain other UBS subsidiaries are responding to inquiries by Luxembourg investigating authorities, without however being named as parties in those investigations. In 2009 and 2010, the liquidators of the two Luxembourg funds filed claims on behalf of the funds against UBS entities, non-UBS entities and certain individuals including current and former UBS employees. The amounts claimed are approximately EUR 890 million and EUR 305 million, respectively. The liquidators have filed supplementary claims for amounts that the funds may possibly be held liable to pay the BMIS Trustee. These amounts claimed by the liquidator are approximately EUR 564 million and EUR 370 million, respectively. In addition, a large number of alleged beneficiaries have filed claims against UBS entities (and non-UBS entities) for purported losses relating to the Madoff scheme. The majority of these cases are pending in Luxembourg, where appeals have been filed by the claimants against the 2010 decisions of the court in which the claims in a number of test cases were held to be inadmissible. In the US, the BMIS Trustee has filed claims against UBS entities, among others, in relation to the two Luxembourg funds and one of the offshore funds. A claim was filed in 2010 against 23 defendants, including UBS entities, the Luxembourg and offshore funds concerned and various individuals, including current and former UBS employees. The total amount claimed against all defendants in this action was not less than USD 2 billion. A second claim was filed in 2010 against 16 defendants including UBS entities and the Luxembourg fund concerned. The total amount claimed against all defendants was not less than USD 555 million. Following a motion by UBS, in 2011, the District Court dismissed all of the BMIS Trustee's claims other than claims for recovery of fraudulent conveyances and preference payments that were allegedly transferred to UBS on the ground that the BMIS Trustee lacks standing to bring such claims. In 2013, the Second Circuit Court of Appeals rejected the BMIS Trustee's appeal against that ruling and upheld the District Court's decision. The BMIS Trustee has sought leave to appeal to the US Supreme Court, which has invited the Solicitor General of the United States to file a brief expressing the views of the United States as to whether review should be granted. In Germany, certain clients of UBS are exposed to Madoff-managed positions through third-party funds and funds administered by UBS entities in Germany. A small number of claims have been filed with respect to such funds.

5. Transactions with Italian public sector entities

A number of transactions that UBS Limited and UBS AG respectively entered into with public sector entity counterparties in Italy have been called into question or become the subject of legal proceedings and claims for damages and other awards. In Milan, in 2012, civil claims brought by the City of Milan

against UBS Limited, UBS Italia SIM Spa and three other international banks in relation to a 2005 bond issue and associated derivatives transactions entered into with Milan between 2005 and 2007 were settled without admission of liability. In 2012, the criminal court in Milan issued a judgment convicting two current UBS employees and one former employee, together with employees from the three other banks, of fraud against a public entity in relation to the same bond issue and the execution, and subsequent restructuring, of the related derivative transactions. In the same proceedings, the Milan criminal court also found UBS Limited and three other banks liable for the administrative offense of failing to have in place a business organisational model capable of preventing the criminal offenses of which its employees were convicted. The sanctions against UBS Limited, which are not effective until appeals are exhausted, are confiscation of the alleged level of profit flowing from the criminal findings (EUR 16.6 million), a fine in respect of the finding of the administrative offense (EUR 1 million) and payment of legal fees. UBS's balance sheet at 31 March 2014 reflected a provision in the amount of EUR 17.7 million for this potential exposure. UBS Limited and the individuals appealed that judgment, and in March 2014, the Milan Court of Appeal handed down its judgment in short form. It overturned all findings of liability against UBS Limited and convictions of the UBS individuals and acquitted them, stating that the conduct did not occur. The court indicated that it would issue a full judgment including the reasons for its rulings within 90 days. The appellate prosecutor has until 21 July 2014 to decide whether to pursue a further appeal to the Court of Cassation in Rome.

Derivative transactions with the Regions of Calabria, Tuscany, Lombardy, Lazio and Campania, and the City of Florence have also been called into question or become the subject of legal proceedings and claims for damages and other awards. In 2012, UBS AG and UBS Limited settled all civil disputes with the Regions of Tuscany, Lombardy and Lazio without any admission of liability. In 2013, a settlement of all civil and administrative disputes was reached with the City of Florence. An oral agreement in principle was reached with the Region of Calabria subject to conditions which have not yet occurred. UBS's balance sheet at 31 March 2014 reflected a provision in connection with that oral agreement.

6. Kommunale Wasserwerke Leipzig GmbH ("**KWL**")

In 2006 and 2007, KWL entered into a series of Credit Default Swap ("**CDS**") transactions with bank swap counterparties, including UBS. UBS also entered into back-to-back CDS transactions with the other counterparties, Depfa Bank plc ("**Depfa**") and Landesbank Baden-Württemberg ("**LBBW**"), in relation to their respective swaps with KWL. As a result of the KWL CDS transactions and the back-to-back CDS transactions with Depfa and LBBW, UBS is owed a total amount of approximately USD 319.8 million, plus interest, which remains unpaid. Specifically, under the CDS contracts between KWL and UBS, the last of which were terminated by UBS in 2010, a net sum of approximately USD 137.6 million, plus interest, has fallen due from KWL but not been paid.

In 2010, UBS issued proceedings in the English High Court against KWL seeking various declarations from the English court, in order to establish that the swap transactions between KWL and UBS are valid, binding and enforceable as against KWL and in respect of UBS's role as portfolio manager. UBS issued separate proceedings in the English High Court against Depfa and LBBW seeking declarations as to the parties' obligations under the back-to-back CDS transactions and monetary claims. UBS contends that it is owed USD 83.3 million, plus interest, by Depfa. UBS contends that it is owed EUR 75.5 million, plus interest, by LBBW. Depfa and LBBW are defending against the claims and have also issued counterclaims. Additionally, Depfa added a claim against KWL to the proceedings against it and KWL served a defence. The English court ruled in 2010 that it had jurisdiction and would hear the proceedings. UBS issued a further claim in the English proceeding seeking declarations concerning the validity of its early termination of the remaining CDS transactions with KWL and later added a monetary claim. Also, in 2010, KWL issued proceedings in Leipzig, Germany against UBS, Depfa and LBBW. The Leipzig court has also ruled that it is for the London court and not the Leipzig court to determine the validity and effect of a third party notice served by LBBW on UBS in the Leipzig proceedings.

In the English proceedings, KWL is defending against UBS's claims and has served a counterclaim which also joins UBS Limited and Depfa to the proceedings. As part of its assertions, KWL claims damages of at least USD 68 million in respect of UBS AG's termination of some of the CDS contracts, whilst disputing that any monies are owed to UBS AG pursuant to another CDS contract. UBS, UBS Limited and Depfa are defending against KWL's counterclaims, and Depfa has asserted additional claims against UBS and UBS Limited. Both KWL and Depfa have mutually exclusive claims for payment of USD 32.6 million which has previously been paid by Depfa to UBS. Trial in the English proceedings began in April 2014 and is expected to run through July 2014.

In the proceedings brought by KWL against LBBW in Leipzig, in June 2013, the court ruled in LBBW's favour. KWL appealed against that ruling and the court is expected to make its first decision on the appeal by 30 May 2014.

UBS's balance sheet at 31 March 2014 reflected provisions with respect to matters described in this item 6 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.

In 2011, the former managing director of KWL and two financial advisers were convicted in Leipzig, Germany, on criminal charges related to certain KWL transactions, including swap transactions with UBS and other banks. Following further criminal proceedings brought against them in Dresden, Germany, relating to the same transactions, they were each convicted of embezzlement in 2013 and given longer sentences. All three have lodged appeals.

Since 2011, the SEC has been conducting an investigation focused on, among other things, the suitability of the KWL transactions, and information provided by UBS to KWL. UBS has provided documents and testimony to the SEC and is continuing to cooperate with the SEC.

7. Puerto Rico

Declines in Puerto Rico municipal bond and closed-end fund prices since August 2013 have led to multiple regulatory inquiries, as well as customer complaints and arbitrations with aggregate claimed damages exceeding USD 300 million filed by clients in Puerto Rico who own those securities. A shareholder derivative action also was filed in February 2014 against various UBS entities and current and certain former directors of the closed-end funds, alleging hundreds of millions in losses in the funds. An internal review also disclosed that certain clients, many of whom acted at the recommendation of one financial advisor, invested proceeds of non-purpose loans in closed-end fund securities in contravention of their loan agreements.

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 Financial Services Inc. of Puerto Rico ("**UBS PR**") and other consultants and underwriters, trustees of the System, and the President and Board of the Government Development Bank of Puerto Rico. The plaintiffs alleged that defendants violated their purported fiduciary duties and contractual obligations in connection with the issuance and underwriting of approximately USD 3 billion of bonds by the System in 2008 and sought damages of over USD 800 million. UBS is named in connection with its underwriting and consulting services. In 2013, the case was dismissed by the Puerto Rico Court of First Instance on the grounds that plaintiffs did not have standing to bring the claim. That dismissal was subsequently overturned by the Puerto Rico Court of Appeals. In February 2014, UBS's petition for appeal was denied by the Supreme Court of Puerto Rico, and UBS filed motions for reconsideration. Also, in 2013, an SEC Administrative Law Judge dismissed a case brought by the SEC against two UBS executives, finding no violations. The charges had stemmed from the SEC's investigation of UBS's sale of closed-end funds in 2008 and 2009, which UBS settled in 2012.

UBS's balance sheet at 31 March 2014 reflected provisions with respect to matters described in this item 7 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.

8. Foreign exchange, LIBOR, and benchmark rates

Foreign exchange-related regulatory matters: Following an initial media report in 2013 of widespread irregularities in the foreign exchange markets, UBS immediately commenced an internal review of its foreign exchange business, which includes UBS's precious metal business. Since then, various authorities reportedly have commenced investigations concerning possible manipulation of foreign exchange markets, including FINMA, the Swiss Competition Commission ("**WEKO**"), the US Department of

Justice ("DOJ"), the US Commodity Futures Trading Commission ("CFTC"), the UK Financial Conduct Authority ("FCA") (to which certain responsibilities of the UK Financial Services Authority ("FSA") have passed) and the Hong Kong Monetary Authority ("HKMA"). WEKO stated in March 2014 that it had reason to believe that certain banks may have colluded to manipulate foreign exchange rates. A number of authorities also reportedly are investigating potential manipulation of precious metal prices. UBS and other financial institutions have received requests from various authorities relating to their foreign exchange businesses, and UBS is cooperating with the authorities. UBS has taken and will take appropriate action with respect to certain personnel as a result of its ongoing review.

Foreign exchange-related civil litigation: Several putative class actions have been filed since November 2013 in US federal courts against UBS and other banks. These actions are on behalf of putative classes of persons who engaged in foreign currency transactions. They allege collusion by the defendants and assert claims under the antitrust laws and for unjust enrichment. The defendants (including UBS) have not yet filed responsive pleadings.

LIBOR and other benchmark-related regulatory matters: Numerous government agencies, including the SEC, the CFTC, the DOJ, the FCA, the UK Serious Fraud Office ("SFO"), the Monetary Authority of Singapore ("MAS"), the HKMA, FINMA, the various state attorneys general in the US, and competition authorities in various jurisdictions have conducted or are continuing to conduct investigations regarding submissions with respect to British Bankers' Association LIBOR (London Interbank Offered Rate) and other benchmark rates, including HIBOR (Hong Kong Interbank Offered Rate) and ISDAFIX. These investigations focus on whether there were improper attempts by UBS (among others), either acting on its own or together with others, to manipulate LIBOR and other benchmark rates at certain times.

In 2012, UBS reached settlements with the FSA, the CFTC and the Criminal Division of the DOJ in connection with their investigations of benchmark interest rates. At the same time FINMA issued an order concluding its formal proceedings with respect to UBS relating to benchmark interest rates. UBS has paid a total of approximately CHF 1.4 billion in fines and disgorgement – including GBP 160 million in fines to the FSA, USD 700 million in fines to the CFTC, and CHF 59 million in disgorgement to FINMA. Under a non-prosecution agreement ("NPA") that UBS entered into with the DOJ, UBS agreed to pay a fine of USD 500 million. Pursuant to a separate plea agreement between the DOJ and UBS Securities Japan Co. Ltd. ("UBSSJ"), UBSSJ entered a plea to one count of wire fraud relating to the manipulation of certain benchmark interest rates, including Yen LIBOR. The NPA, which (along with the plea agreement) covered conduct beyond the scope of the conditional leniency / immunity grants described below, required UBS to pay the USD 500 million fine to DOJ after the sentencing of UBSSJ, and provided that any criminal penalties imposed on UBSSJ at sentencing be deducted from the USD 500 million fine. At the sentencing hearing held in 2013, the court approved the proposed plea agreement and imposed a USD 100 million fine against UBSSJ, as agreed to by the DOJ and UBSSJ under the plea agreement. Since the sentencing, UBS has paid a fine of USD 400 million to the DOJ, and UBSSJ has paid the USD 100 million fine imposed by the sentencing court. The conduct described in the various settlements and the FINMA order includes certain UBS personnel: engaging in efforts to manipulate submissions for certain benchmark rates to benefit trading positions; colluding with employees at other banks and cash brokers to influence certain benchmark rates to benefit their trading positions; and giving inappropriate directions to UBS submitters that were in part motivated by a desire to avoid unfair and negative market and media perceptions during the financial crisis. The benchmark interest rates encompassed by one or more of these resolutions include Yen LIBOR, GBP LIBOR, CHF LIBOR, Euro LIBOR, USD LIBOR, EURIBOR (Euro Interbank Offered Rate) and Euroyen TIBOR (Tokyo Interbank Offered Rate). UBS has ongoing obligations to cooperate with authorities with which it has reached resolutions and to undertake certain remediation with respect to benchmark interest rate submissions. In addition, under the NPA, UBS has agreed, among other things, that for two years from 18 December 2012 UBS will not commit any US crime, and it will advise DOJ of any potentially criminal conduct by UBS or any of its employees relating to violations of US laws concerning fraud or securities and commodities markets. Any failure to comply with these obligations could result in termination of the NPA and potential criminal prosecution in relation to the matters covered by the NPA. Investigations by the CFTC and other government authorities remain ongoing notwithstanding these resolutions.

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 submissions for Yen LIBOR and Euroyen TIBOR. WEKO has also granted UBS conditional immunity in connection with potential competition law violations related to submissions for Swiss franc LIBOR and certain

transactions related to Swiss franc LIBOR. The Canadian Competition Bureau ("Bureau") had granted UBS conditional immunity in connection with potential competition law violations related to submissions for Yen LIBOR, but in January 2014, the Bureau announced the discontinuation of its investigation into Yen LIBOR for lack of sufficient evidence to justify prosecution under applicable laws. As a result of these conditional grants, UBS will not be subject to prosecutions, fines or other sanctions for antitrust or competition law violations in the jurisdictions where it has conditional immunity or leniency in connection with the matters covered by the conditional grants, subject to its continuing cooperation. However, the conditional leniency and conditional immunity grants UBS has received do not bar government agencies from asserting other claims and imposing sanctions against UBS, as evidenced by the settlements and ongoing investigations referred to above. In addition, as a result of the conditional leniency agreement with the DOJ, UBS is eligible for a limit on liability to actual rather than treble damages were damages to be awarded in any civil antitrust action under US law based on conduct covered by the agreement and for relief from potential joint and several liability in connection with such civil antitrust action, subject to UBS satisfying the DOJ and the court presiding over the civil litigation of its cooperation. The conditional leniency and conditional immunity grants do not otherwise affect the ability of private parties to assert civil claims against UBS.

In 2013, the European Commission ("EC") announced a decision adopted in the Commission's Yen Interest Rate Derivatives ("**YIRD**") investigation, under which UBS has received full immunity from fines for disclosing to the Commission the existence of infringements relating to YIRD.

In 2013, the MAS announced the results of its investigation of benchmark submissions by 20 banks, including UBS. The investigation related to various benchmark submissions, including the Singapore Interbank Offered Rates and the Swap Offered Rates, and covered the period from 2007 to 2011. The MAS found deficiencies in the governance, risk management, internal controls and surveillance systems for the banks' benchmark submission processes and directed the banks to correct the deficiencies and set aside additional statutory reserves with MAS at zero interest for one year. The MAS also announced proposed changes to its regulatory framework for financial benchmarks that are designed to enhance the integrity of the process for setting benchmarks.

In 2013, UBS entered into an enforceable undertaking in relation to an investigation by the Australian Securities and Investments Commission ("**ASIC**") into conduct relating to Australian Bank Bill Swap Rate ("**BBSW**") submissions. An independent expert engaged by UBS at ASIC's request concluded that, to the extent there may have been any impact of such conduct on the market as a whole, it would have been insignificant. The enforceable undertaking requires UBS to ensure that its participation in relation to the setting of Australian interest rate benchmarks upholds the integrity and reliability of those benchmarks and is in accordance with its obligations under the CFTC order. UBS also agreed to make a voluntary contribution of AUD 1 million to fund independent financial literacy projects in Australia. ASIC has the power to investigate, conduct further surveillance or pursue criminal prosecution of UBS or its representatives in relation to any contravention. ASIC acknowledged UBS's cooperation and the fact that it was the first bank to report this conduct to it. ASIC's inquiries in relation to the BBSW rate set are ongoing.

In March 2014, the HKMA announced the conclusion of its investigations into the fixing of HIBOR. The HKMA found that some UBS traders made change requests to the UBS HIBOR submitter between September 2006 and June 2009, but said they had "negligible impact" on the actual outcome of the HIBOR fixing. The HKMA found no evidence of collusion among the banks to rig the rate. The HKMA also found that UBS failed to report to the HKMA the misconduct of its staff in relation to HIBOR submissions and further found material weaknesses in UBS's internal controls and governance in managing the HIBOR submission process and in other areas. UBS ceased to be a HIBOR panel bank in 2010. The HKMA has required that UBS make improvements in its processes.

In 2011, the Japan Financial Services Agency ("**JFSA**") commenced administrative actions and issued orders against UBS Securities Japan Ltd ("**UBS Securities Japan**") and UBS AG Tokyo Branch in connection with their investigation of Yen LIBOR and Euroyen TIBOR. These actions were based on findings by the Japan Securities and Exchange Surveillance Commission ("**SESC**"), and, in the case of UBS AG Tokyo Branch, the JFSA, that a former UBS Securities Japan trader engaged in inappropriate conduct relating to Euroyen TIBOR and Yen LIBOR, including approaching UBS AG Tokyo Branch, and other banks to ask them to submit TIBOR rates taking into account requests from the trader for the purpose of benefiting trading positions.

LIBOR and other benchmark-related civil litigation: A number of putative class actions and other actions are pending in, or expected to be transferred to, 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 linked directly or indirectly to US dollar LIBOR, Yen LIBOR, Euroyen TIBOR and EURIBOR. Also pending are actions asserting losses related to various products whose interest rate was linked to US dollar LIBOR, including adjustable rate mortgages, preferred and debt securities, bonds pledged as collateral, loans, depository accounts, investments and other interest bearing instruments. All of the complaints allege manipulation, through various means, of various benchmark interest rates, including LIBOR, Euroyen TIBOR or EURIBOR rates and seek unspecified compensatory and other damages, including treble and punitive damages, under varying legal theories that include violations of the US Commodity Exchange Act, the federal racketeering statute, federal and state antitrust and securities laws and other state laws. In 2013, a federal court in New York dismissed the federal antitrust and racketeering claims of certain US dollar LIBOR plaintiffs and a portion of their claims brought under the Commodity Exchange Act ("CEA") and state common law. The same court subsequently denied the parties' requests for reconsideration and plaintiffs' motion for interlocutory appeal and to amend the complaints to include additional antitrust and CEA allegations. It granted certain plaintiffs permission to assert claims for unjust enrichment and breach of contract. Motions to dismiss these unjust enrichment and breach of contract claims are pending, as is a renewed motion to dismiss by UBS and other defendants that seeks dismissal of further CEA claims. Certain plaintiffs have also appealed the dismissal of their antitrust claims, but the appellate court denied these appeals as premature, without prejudice to bringing the appeals again after final disposition of the LIBOR actions. UBS and other defendants in other lawsuits including the one related to Euroyen TIBOR have filed motions to dismiss. In March 2014, the court in the Euroyen TIBOR lawsuit dismissed the plaintiff's federal antitrust and state unfair enrichment claims, and dismissed a portion of the plaintiff's CEA claims.

With respect to additional matters and jurisdictions not encompassed by the settlements and order referred to above, UBS's balance sheet at 31 March 2014 reflected a provision of 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.

9. Swiss retrocessions

The Swiss Supreme Court ruled in 2012, in a test case against UBS, that distribution fees paid to a bank 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 bank, absent a valid waiver.

FINMA has issued a supervisory note to all Swiss banks in response to the Supreme Court decision. The note sets forth the measures Swiss banks are to adopt, which include informing all affected clients about the Supreme Court decision and directing them to an internal bank contact for further details. UBS has met the FINMA requirements and has notified all potentially affected clients.

It is expected that the Supreme Court decision will result in a significant number of client requests for UBS to disclose and potentially surrender retrocessions. Client requests are being assessed on a case-by-case basis. Considerations to be taken into account when assessing these cases include, among others, 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 2014 reflected a provision with respect to matters described in this item 9 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.

10. Banco UBS Pactual tax indemnity

Pursuant to the 2009 sale of Banco UBS Pactual S.A. ("**Pactual**") by UBS to BTG Investments, LP ("**BTG**"), BTG has submitted contractual indemnification claims that UBS estimates amount to approximately BRL 2.5 billion, including interest and penalties, which is net of liabilities retained by BTG. The claims pertain principally to several tax assessments issued by the Brazilian tax authorities against Pactual relating to the period from December 2006 through March 2009, when UBS owned Pactual. These assessments are being or will be challenged in administrative proceedings. BTG has also provided notice to UBS of several additional Pactual-related inquiries by the Brazilian tax authorities that relate to the period of UBS's ownership of Pactual, but involving substantially smaller amounts. In 2013, approximately BRL 128 million in tax claims relating to the period for which UBS has indemnification obligations were submitted for settlement through amnesty programs announced by the Brazilian government in 2013.

UBS's balance sheet at 31 March 2014 reflected a provision with respect to matters described in this item 10 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.

11. Matters relating to the CDS market

In 2013 the EC issued a Statement of Objections against thirteen credit default swap ("**CDS**") dealers including UBS, as well as data service provider Markit and the International Swaps and Derivatives Association ("**ISDA**"). The Statement of Objections broadly alleges that the dealers infringed EU antitrust rules by colluding to prevent exchanges from entering the credit derivatives market between 2006 and 2009. UBS has submitted its response to the Statement of Objections. Since mid-2009, the Antitrust Division of the DOJ has also been investigating whether multiple dealers, including UBS, conspired with each other and with Markit to restrain competition in the markets for CDS trading, clearing and other services. In January and April 2014, putative class action plaintiffs filed consolidated amended complaints in the Southern District of New York against twelve dealers, including UBS, as well as Markit and ISDA, alleging violations of the US Sherman Antitrust Act and common law. Plaintiffs allege that the defendants unlawfully conspired to restrain competition in and / or monopolize the market for CDS trading in the US in order to protect the dealers' profits from trading CDS in the over-the-counter market. Plaintiffs assert claims on behalf of all purchasers and sellers of CDS that transacted directly with any of the dealer defendants since 1 January 2008, and seek unspecified trebled compensatory damages and other relief.

12. Lehman principal protection notes

From March 2007 through September 2008, UBS Financial Services Inc. ("**UBSFS**") sold approximately USD 1 billion face amount of structured notes issued by Lehman Brothers Holdings Inc. ("**Lehman**"), a majority of which were referred to as "principal protection notes," reflecting the fact that while the notes' return was in some manner linked to market indices or other measures, some or all of the investor's principal was an unconditional obligation of Lehman as issuer of the notes. Based on its role as an underwriter of Lehman structured notes, UBSFS was named as a defendant in a putative class action asserting violations of disclosure provisions of the federal securities laws. In August 2013, UBSFS agreed to a proposed USD 120 million settlement of the case, which was approved by the Court in December 2013. Previously, certain of the other underwriter defendants and the former officers and directors of Lehman reached separate settlements regarding the same case. UBSFS also has been named in numerous individual civil suits and customer arbitrations, a small number of which were pending as of 31 March 2014. The individual customer claims, some of which have resulted in awards payable by UBSFS, relate primarily to whether UBSFS adequately disclosed the risks of these notes to its customers.

Besides the proceedings specified above under (1) through (12) 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 Group's financial position or profitability, are or have been pending during the last twelve months until the date of this document.

7.6 Material Contracts

No material contracts have been entered into outside of the ordinary course of UBS AG's or UBS Group's business, which could result in any member of the UBS 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.

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 384,200,206.90, divided into 3,842,002,069 registered shares with a par value of CHF 0.10 each (article 4), (ii) no authorized capital and (iii) conditional capital in the amount of CHF 51,875,915.60, comprising 518,759,156 registered shares with a par value of CHF 0.10 each (article 4a).

9. Documents on Display

- The Annual Report of UBS AG as of 31 December 2012, comprising the sections (1) Operating environment and strategy, (2) Financial and operating performance, (3) Risk, treasury and capital management, (4) Corporate governance, responsibility and compensation, (5) Financial information (including the "Report of the statutory auditor and the independent registered public accounting firm on the consolidated financial statements" and the "Report of the statutory auditor on the financial statements");
- The Annual Report of UBS AG as of 31 December 2013, comprising the sections (1) Operating environment and strategy, (2) Financial and operating performance, (3) Risk, treasury and capital management, (4) Corporate governance, responsibility and compensation, (5) Financial information (including the "Report of the statutory auditor and the independent registered public accounting firm on the consolidated financial statements" and the "Report of the statutory auditor on the financial statements");
- UBS AG's first quarter 2014 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 document. In addition, the annual and quarterly reports of 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 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) 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 Project are complied with; or
- [(ii)] otherwise]⁴ 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**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive), to the extent implemented in the relevant Member State of the European Economic Area, and includes any relevant implementing measure in the relevant Member State, and "**2010 PD Amending Directive**" means Directive 2010/73/EU.⁵

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 [•] 2014 [and the supplements to it dated [•]] which [together] constitute[s] a base prospectus for the purposes of Prospectus Directive (the "**Base Prospectus**"). 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 Paying Agents, The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon (Luxembourg) S.A., 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 [original date] [and the supplement(s) to it dated [•]] which are incorporated by reference in the Base Prospectus dated [•] 2014. 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 dated [•] 2014 [and the supplement(s) to it dated [•]], which [together] 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 [original date] [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

⁴ Include the wording where a retail issuance of Notes is anticipated.

⁵ Include the wording where a retail issuance of Notes is anticipated.

[(www.centralbank.ie/) the Irish Stock Exchange (www.ise.ie)] and copies may be obtained from the offices of the Paying Agents, The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon (Luxembourg) S.A., 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.)]

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]
 - (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]]
3. Currency: [•]
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: [Bearer Notes]

[currency/amount for each denomination]

[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 Irish Stock Exchange's regulated market 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, the Interest Payment Date falling in or nearest to [specify month and year]]*⁶
9. Interest Basis: *[[•] per cent. Fixed Rate]*
- [[BBSW] / [CDOR] / [EURIBOR] / [HIBOR] / [JPY TSR] / [LIBOR] / [NIBOR] / [SHIBOR] / [SOR] / [STIBOR] / [U.S. Federal Funds Rate] +/- [•] per cent. Floating Rate]*
- [Zero Coupon]*
- (further particulars specified 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] approval for [•] [and [•], respectively]]*
issuance of Notes obtained: *(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 ⁷ *[•] per Calculation Amount:*
- (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]*

⁶ 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.

⁷ 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.

- (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): 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
- (a) Reference Rate: [BBSW] / [CDOR] / [EURIBOR] / [HIBOR] / [JPY TSR] / [LIBOR] / [NIBOR] / [SHIBOR] / [SOR] / [STIBOR] / [U.S. Federal Funds Rate]
- (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. 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

16. Redemption Amount: [currency/amount e.g. US\$1,000,000]
17. Redemption at the option of the Issuer: [Applicable/Not Applicable]
- (i) Optional Redemption Amount: [•] per Calculation Amount
- (ii) Optional Redemption Date: [•]
- (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 / [•]]
- (iv) Minimum Redemption Amount: [•]
- (v) Higher Redemption Amount: [•]
18. 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 / [•]]
19. 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)*

GENERAL PROVISIONS APPLICABLE TO THE NOTES

20. [Applicability of Condition 8(e) *(Consequences of a Renminbi Currency Event)* *(insert in the case of Renminbi Notes only)*] [Applicable/Not Applicable]
21. Form of Notes: Registered Notes⁸:

⁸ 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]

[[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 (that is, held under the New Safekeeping Structure (NSS))]]

[[Restricted Global Note] registered in the name of a nominee for [DTC].]

22. New Global Note/New Safekeeping Structure: [Yes/No/Not Applicable]
23. Business Days: [•]⁹
[•]¹⁰
24. 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 Irish Stock Exchange's Main Securities Market] [admitted to trading on the Luxembourg Stock Exchange's regulated market] pursuant to the Euro Note Programme of UBS AG.]

Signed on behalf of the Issuer:

By:

Duly authorised

[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]

⁹ Insert the relevant financial centre.

¹⁰ 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 [Luxembourg/Ireland] with effect from [•].]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)

2. RATINGS

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*: [•]]

[Moody's*: [•]]

[Fitch*: [•]]

[[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.)

*[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."/[•]]

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 / STIBOR / U.S. Federal Funds Rate] [rates] can be obtained from [Reuters/other].]

7. **OPERATIONAL INFORMATION**

CUSIP:

ISIN Code:

Common Code:

Swiss Valor:

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation "yes" means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [or registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend

upon satisfaction of the Eurosystem eligibility criteria.

[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)]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day 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]/ [Euroclear Bank S.A./N.V. / Clearstream Banking, société anonyme / Clearstream Banking AG / DTC/ *[give name(s) and number(s)]*]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any): [Not Applicable/[•]]

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) Stabilisation Manager(s) (if any): [Not Applicable/*give name*]

If non-syndicated, name and address of Dealer: [UBS Limited/[•]]

[Total commission and concession: [•] per cent. of the Aggregate Nominal Amount]

U.S. Selling Restrictions¹¹: [Reg. S Compliance Category 2; TEFRA C/TEFRA D/TEFRA not applicable; Rule 144A]

Public Offer: [Applicable][Not Applicable] *(If not applicable, delete the remaining placeholders of this sub-*

¹¹ TEFRA may be applicable where Notes are issued in bearer form or for Index/Credit 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.

paragraph (vi) 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)

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:] [None/*give details*]

[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.*]]¹²

¹²

Assuming will not be required in case of a wholesale issuance of Notes.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF NOTES DESCRIBED BELOW

PRO FORMA 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*

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 [•] 2014 [and the supplemental Listing Particulars] dated [•]] which [together] constitute[s] a base listing particulars] for the purposes of [trading and listing on the SIX Swiss Exchange/admission to trading on the [Global Exchange Market of the Irish Stock Exchange/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].

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 Listing Particulars] [is] [are] [available for viewing at www.ise.ie / other - please specify] and copies may be obtained from the offices of the Paying Agents, The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon (Luxembourg) S.A., 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 [trading and listing on the SIX Swiss Exchange/admission to trading on the [Global Exchange Market of the Irish Stock Exchange/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 [•] 2014 [and the supplemental Listing Particulars dated [date]], save in respect of the Conditions which are extracted from the Base Listing Particulars dated [original date] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Listing Particulars dated [original date] and [•] 2014 [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 Paying Agents, The Bank of New York Mellon, acting through its London Branch, One Canada Square, London E14 5AL, The Bank of New York Mellon (Luxembourg) S.A., 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-prospectusubs.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: [Bearer Notes/Uncertificated SIS Notes]

[currency/amount for each denomination]

[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 Irish Stock Exchange's Global Exchange Market 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, the Interest Payment Date falling in or nearest to [specify month and year]]¹³
9. Interest Basis: [[•] per cent. Fixed Rate]
[[BBSW] / [CDOR] / [EURIBOR] / [HIBOR] / [JPY TSR] / [LIBOR] / [NIBOR] / [SHIBOR] / [SOR] / [STIBOR] / [U.S. Federal Funds Rate] / [other]] +/- [•] per cent. Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Other (*specify*)]
(further particulars specified 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 arrears
- (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)*]]

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.

- for the definition of "Business Day"]/not adjusted]*
- (iii) Fixed Coupon ¹⁴ [•] 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]*
 - (v) Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Agent): *[•]*
 - (vi) If ISDA Determination:

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."

- (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
 - (a) Reference Rate: [BBSW] / [CDOR] / [EURIBOR] / [HIBOR] / [JPY TSR] / [LIBOR] / [NIBOR] / [SHIBOR] / [SOR] / [STIBOR] / [U.S. Federal Funds Rate] / [other]
 - (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. 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: [•]
 - (iii) Any other formula/basis of determining amount payable: *[e.g. consider whether it is necessary to specify an alternative Day Count Fraction]*
- 19. Index/Credit-Linked Note Provisions¹⁵: [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 [•]

¹⁵ Where there is an option for physical settlement and the underlying index/security contains/is one or more securities in bearer form, such Index/Credit Linked Note may only be issued subject to the receipt of written pre-approval by UBS Group Tax-Americas.

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.]*
20. 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)]*
 - (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

21. 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 ☐)*
22. Redemption at the option of the Issuer: ☐ [Applicable/Not Applicable]
23. Redemption at the option of the Noteholders: ☐ [Applicable/Not Applicable]
24. 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 [•] (<i>insert details</i>)
25.	Optional Redemption Amount:	[•] per Calculation Amount [<i>(Insert details (e.g. to be determined in accordance with the following formula [•]))</i>]
26.	Optional Redemption Date:	[•]
27.	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 / [•]]
28.	Notice period for redemption at the option of the Noteholders:	[Not Applicable / Not less than 15 nor more than 30 days' notice / [•]]
29.	Minimum/Higher Redemption Amount:	[•]
30.	Other Redemption details:	[<i>(Insert details)</i>]
31.	Final Redemption Amount of each Note ¹⁶ :	[•] per Calculation Amount
	In cases where the Final Redemption Amount is Index-Linked or other variable-linked:	[[•] per Note of [•] specified denomination/ other/see Appendix]
	(i) Index/Formula/variable:	[<i>give or annex details</i>]
	(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

¹⁶ Where there is an option for physical settlement and the underlying index/security contains/is one or more securities in bearer form, such Index/Credit Linked Note may only be issued subject to the receipt of written pre-approval by UBS Group Tax-Americas.

32. 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)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

33. [Applicability of Condition 8(e) (Consequences of a Renminbi Currency Event)] [Applicable/Not Applicable]
(insert in the case of Renminbi Notes only)
34. Form of Notes: Registered Notes¹⁷:
[[Unrestricted Global Note] registered in the name of a nominee for [DTC/a common depository for Euroclear, Clearstream, Luxembourg [and Clearstream Frankfurt]/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))]]
[[Restricted Global Note] registered in the name of a nominee for [DTC].]
[in the case of SIS Notes issued by the Issuer acting through its head offices in Basel and Zurich: Uncertificated SIS Notes]
35. New Global Note: [Yes/No/Not Applicable]
36. Business Days: *[Insert Financial Centres]*
[Insert Currencies – e.g. US\$ and CHF]
37. 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.]
38. Details relating to Partly Paid Notes: 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 [Not Applicable/give details]

¹⁷ 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)

interest due on late payment:

39. Redenomination applicable: [Yes/No]

[(specify any modifications)]

40. Exchangeability applicable: [Yes/No]

[(specify any modifications)]

41. 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.]

[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's Global Exchange Market] [admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange] [admitted to trading and listed on the SIX Swiss 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 SIS Notes: English law][insert in the case of Subordinated Notes: , 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][Insert in the case of SIS Notes: Swiss law.]

PLACE OF JURISDICTION

[Insert in the case of Notes which are not SIS Notes: England][Insert in the case of SIS Notes: Zurich]

Signed on behalf of the 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*: [•]]

[Moody's*: [•]]

[Fitch*: [•]]

[[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 (<i>insert in the case of an issuance by a Branch</i>) / 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 (<i>insert in the case of an issuance by the UBS Head Office</i>) / Other]
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[(ii) Estimated net proceeds:	[•]
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[(iii) Estimated total expenses:	[•]] ¹⁸
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5. **DISTRIBUTION**

(i) If syndicated, names and address of Managers and underwriting commitments:	[Not Applicable/give names] (<i>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.</i>)
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(ii) Date of Subscription Agreement:	[•]
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(iii) Stabilising Manager (if any):	[•]
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If non-syndicated, name and address:	[UBS Limited]
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[Total commission and concession:	[•] per cent. of the Aggregate Nominal Amount]
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U.S. Selling Restrictions ¹⁹ :	[Reg. S Compliance Category 2; TEFRA C/TEFRA D/TEFRA not applicable; Rule 144A]
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¹⁸ TBD if required for SIX Swiss Exchange listings. Not required for non-regulated markets.
¹⁹ TEFRA may be applicable where Notes are issued in bearer form or for Index/Credit 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.

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]²⁰ 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.]²¹ [[•] 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".)

[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].]

7. **[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.]

8. **[FLOATING RATE NOTES – HISTORIC INTEREST RATES]**

Details of historic [[BBSW] / [CDOR] / [EURIBOR] / [HIBOR] / [JPY TSR] / [LIBOR] / [NIBOR] / [SHIBOR] / [SOR] / [STIBOR] / [U.S. Federal Funds Rate]/ [other]] rates can be obtained from [Reuters / other].]

9. **[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 and the ISIN (International Security Identification Number) or other such security identification code. 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.]]

The Issuer [intends to provide post-issuance information [specify what information will be

²⁰ Insert in the case of SIX-listed Notes.

²¹ Insert in the case of SIX-listed Notes.

reported and where it can be obtained]] [does not intend to provide post-issuance information]

10. **[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.]

11. **OPERATIONAL INFORMATION**

CUSIP:

ISIN Code:

Common Code:

Swiss Valor:

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation "yes" means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [or registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

[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]/ [Euroclear Bank S.A./N.V. / Clearstream Banking société anonyme / Clearstream Banking AG / DTC / SIX SIS Ltd, Olten Switzerland / *[give name(s) and number(s)]*]

Delivery:

Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any):

[Insert Swiss paying agent(s) for SIS Notes and specify principal Swiss paying agent, if applicable]/[]

12. **[TERMS AND CONDITIONS OF THE OFFER**

Offer Price:	[Issue Price] <i>[specify]</i>
Conditions to which the offer is subject:	[Not Applicable/ <i>give details</i>]
Description of the application process:	[Not Applicable/ <i>give details</i>]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/ <i>give details</i>]
Details of the minimum and/or maximum amount of application:	[Not Applicable/ <i>give details</i>]
Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable/ <i>give details</i>]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/ <i>give details</i>]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/ <i>give details</i>]
The various categories of potential investors to which the securities are offered and whether tranche(s) have been reserved for certain countries:	[Not Applicable/ <i>give details</i>]
Process for notification to applicants of the [Not Applicable/ <i>give details</i>] amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/ <i>give details</i>]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/ <i>give details</i>]
Name(s) and address(es), to the extent known [None/ <i>give details</i>] to the Issuer, of the placers in the various countries where the offer takes place:	[Not Applicable/ <i>give details</i>]

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.

On 24 August 2011 the Swiss Federal Council issued draft legislation, which, if enacted, may require a paying agent in Switzerland to deduct Swiss withholding tax at a rate of 35 per cent. on any payment of interest in respect of a Note to an individual resident in Switzerland or to a person (not only individuals) resident outside Switzerland. If this legislation or similar legislation were enacted and a payment in respect of a Note were to be made or collected through Switzerland and an amount of, or in respect of, Swiss withholding tax were to be deducted or withheld from that payment, neither the Issuer nor any paying agent nor any other person would pursuant to the Terms and Conditions of the Notes be obliged to pay additional amounts with respect to any Note as a result of the deduction or imposition of such 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.

(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) 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) Taxes Withheld by Switzerland for Other Countries EU Savings Tax Directive

Notes issued by the Issuer acting through a non-Swiss branch: In accordance with the agreement between Switzerland and the EU on the taxation of savings income, which is in force since 1 July 2005, Swiss paying agents have to withhold tax at a rate of 35 per cent. on interest payments made to a beneficial owner who is an individual and resident of an EU member state, with the option of the individual to have the paying agent and Switzerland provide to the tax authorities of the EU member state the details of the interest payments in lieu of the withholding.

Notes issued by UBS Head Office: The payment of interest by Swiss paying agents is not subject to the EU Savings Tax based on the agreement between Switzerland and the EU on the taxation of savings income.

Foreign Final Withholding Taxes

On 1 January 2013 treaties on final withholding taxes between Switzerland and the United Kingdom and between Switzerland and Austria entered into force. The treaties, inter alia, require a Swiss paying agent to levy final withholding tax at specified rates in respect of an individual resident in the United Kingdom or resident in Austria, as applicable, on interest or capital gain paid, or credited to an account, relating to the Notes. The final withholding tax substitutes the United Kingdom or Austrian income tax, as applicable, on such income of interest or capital gain. If such final withholding tax is levied, Swiss withholding tax can be reclaimed by the Swiss paying agent on account of the holder of the Notes.

Such a person may, however, in lieu of the final withholding tax opt for voluntary disclosure of the interest or capital income to the tax authority of his or her country of residency. Note that Switzerland may conclude similar treaties with other European countries.

AUSTRALIA

The following is a general summary of certain Australian withholding tax consequences under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, "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 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, Drawdown Prospectus or Pricing Supplement (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. Interest is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts;
- (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 investing in securities;
 - (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 form of enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest 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 which provides details of country, status, withholding tax rate limits and Australian domestic implementation.

Compliance with section 128F of the Australian Tax Act

Unless otherwise specified in a relevant Final Terms, Drawdown Prospectus or Pricing Supplement (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 at the rate of (currently) 45 per cent. (but see below) 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 (such as Notes in bearer form) means 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.

A Bill has recently been introduced into Parliament which proposes to increase the rate of tax under section 126 of the Australian Tax Act from 45% to 47% for the 2014-15, 2015-16 and 2016-17 income years. It will not become law until it is passed by Parliament. Prospective holders of Notes should monitor any developments in this area.

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 of any Notes or transfer of any Notes;
- (C) *other withholding taxes on payments in respect of Notes* – Section 12-140 of Schedule 1 to the Taxation Administration Act 1953 of Australia ("**TAA**") imposes a type of withholding tax at the rate of (currently) 46.5 per cent. (with an increase to 47% in respect of assessments after 1 July 2014, but see below) 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 requirements of Section 12-140 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).

A Bill was recently introduced into Parliament which proposes to increase the rate of withholding tax under these provisions from 47% to 49% for the 2014-15, 2015-16 and 2016-17 income years. It will not become law until it is passed by Parliament. Prospective holders of Notes should monitor any developments in this area;

- (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 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, Drawdown Prospectus or Pricing Supplement 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. 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. 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. Notes will be regarded as "listed on a recognised stock exchange" for this purpose if (and only if) they are admitted to trading on an exchange designated as a recognised stock exchange by an order made by the Commissioners for HMRC and either they are included in the United Kingdom official list (within the meaning of Part 6 of the Financial Services and Markets Act 2000) or they are officially listed, in accordance with provisions corresponding to those generally applicable in European Economic Area states, in a country outside the United Kingdom in which there is a recognised stock exchange. The Luxembourg Stock Exchange, Irish Stock Exchange and Swiss Stock 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 the Irish Stock Exchange or the Main standard of the Swiss Stock Exchange 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 1.1 above, interest on the UK Notes which are not "regulatory capital securities" for the purpose of The Taxation of Regulatory Capital Securities Regulations 2013 (the 2013 Regulations) 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) a "bank" for the purposes of section 878 of the Income Tax Act 2007 or (b) 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, in either case, such payments are made by UBS AG London Branch in the ordinary course of its business. In accordance with the published practice of HMRC, such payments will be accepted as being made by UBS AG London Branch in the ordinary course of its business unless either:

- (i) the borrowing in question conforms to any of the definitions of tier 1, 2 or 3 capital adopted by the Financial Conduct Authority whether or not it actually counts towards tier 1, 2 or 3 capital for regulatory purposes; or
- (ii) the characteristics of the transaction giving rise to the interest are primarily attributable to an intention to avoid United Kingdom tax.

1.3 Interest on the notes may be paid without withholding or deduction for or on account of United Kingdom income tax if the securities constitute "regulatory capital securities" for the purposes of the 2013 Regulations and there are no arrangements, the main purpose, or one of the main purposes, of which is to obtain a tax advantage as a result of the application of the 2013 Regulations in respect of the securities.

Notes will constitute a "regulatory capital security" for the purposes of the 2013 Regulations if they qualify, or have qualified, as a Tier 2 instrument under Article 63 of the Commission Regulation (EU) No. 575/2013 and form, or formed, a component of Tier 2 capital for the purposes of Commission Regulation (EU) No 575/2013.

1.4 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 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. However, this withholding will not apply if the relevant interest is paid on 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 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. PROVISION OF INFORMATION

HMRC have powers to obtain information in relation to interest or payments treated as interest and payments derived from securities which are made by persons in the UK. This may include details of the beneficial owners of the Notes (or the persons for whom the Notes are held), details of the persons to whom payments derived from the Notes are or may be paid and information in connection with transactions relating to the Notes. Information obtained by HMRC may be provided to tax authorities in other countries.

Information may also be required to be reported in accordance with regulations made pursuant to the EU Savings Tax Directive (see below).

4. 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, but may be subject to reporting requirements as outlined in 3 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 and reporting requirements 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 any 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 could 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, Drawdown Prospectus or Pricing Supplement 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 tax 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 summary 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

Interest bearing notes issued by UBS AG Jersey Branch will qualify for the payment of interest without any deduction on account of withholding tax.

EU Savings Tax Directive

As part of an agreement reached in connection with the EU directive on the taxation of savings income in the form of interest payments, and in line with steps taken by other relevant third countries, Jersey introduced with effect from 1 July 2005 a retention tax system in respect of payments of interest, or other similar income, made to an individual beneficial owner resident in a Member State by a paying agent established in Jersey. The retention tax system applies for a transitional period prior to the implementation of a system of automatic communication to Member States of information regarding such payments. During this transitional period, such an individual beneficial owner resident in a Member State will be entitled to request a paying agent not to retain tax from such payments but instead to apply a system by which the details of such payments are communicated to the tax authorities of the Member State in which the beneficial owner is resident.

The retention tax system in Jersey is implemented by means of bilateral agreements with each of the Member States, the Taxation (Agreements with European Union Member States) (Jersey) Regulations 2005 and Guidance Notes issued by the Chief Minister's Department of the States of Jersey. Based on these provisions and what is understood to be the current practice of the Jersey tax authorities, the Issuer would not be obliged to levy retention tax in Jersey under these provisions in respect of interest payments made by it to a paying agent established outside Jersey.

REPUBLIC OF AUSTRIA

This summary is based on Austrian tax laws as currently in force and as applied on the date of this Euro Note Programme 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) Recent Developments –Capital Gains Tax

The relevant Austrian tax laws for the taxation of income derived from notes, including notes such as the Notes, have been recently changed due to the entry into force of provisions included in the Federal Budget Implementation Act 2011 (*Budgetbegleitgesetz 2011*, Federal Law Gazette I 2010/111 – "**BIA 2011**"), the Federal Tax Amendment Act 2011 (*Abgabenänderungsgesetz 2011*, Federal Law Gazette I 2011/76 – "**TAA**") and the Federal Budget Implementation Act 2012 (*Budgetbegleitgesetz 2012*, Federal Law Gazette I 2011/112 – "**BIA 2012**") which by way of amendments to the Austrian Income Tax Act 1988 (*Einkommensteuergesetz 1988*, Federal Law Gazette 1988/400 – "**ITA**") introduced a tax on "realised" capital gains (*Einkünfte aus realisierten Wertsteigerungen von Kapitalvermögen*). This capital gains tax applies not only to current income from notes such as the Notes (interest payments and similar earnings) but also to "realised" capital gains stemming from their sale or redemption, if purchased on or after 1 April 2012. As regards income from notes purchased before this date, the old tax regime continues to apply with some particularities (the transitional provisions are not discussed). The information on Austria's capital gains tax is mainly based on the wording of the law and on the explanatory notes thereto.

(ii) 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 ITA generally at progressive tax rates between 0 per cent. and 50 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 the Notes as a consequence of the acquisition, ownership, disposition or redemption of the Notes (when issued in bearer form). The sale and purchase of the 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.

(iii) *Austrian Residents*

Income derived from the 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 notes 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 Wertsteigerungen von Kapitalvermögen*) stemming from the sale or redemption of notes, 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 notes, 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 25 per cent. and will be deducted by the custodian bank or the paying office (*Kapitalertragsteuer*, Capital Proceeds Tax – "**CPT**"). However, as regards profits from notes such as the Notes, the special tax rate will only apply in cases where the notes 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 25 per cent. will not apply). In case the taxpayer applies for regular taxation (*Regelbesteuerungsoption* – which he might do in case his personal tax rate is below 25 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 50 per cent. for yearly taxable income exceeding EUR 60.000) on all taxable capital gains.

Further, pursuant to the relevant provisions of the ITA also the withdrawal or transfer of notes 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 notes 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 notes 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 25 per cent. applies equally.

Austrian Resident Corporate Investors

Income from notes such as the Notes (interest payments, capital gains), realised by a corporate investor resident in Austria is subject to Austrian corporate income tax (*Körperschaftsteuer*) at a rate of 25 per cent. CPT-rules apply in case such income is paid out via a custodian bank or paying office located in Austria. In such case deducted CPT will be credited against the corporate income tax liability. However, corporations deriving business income from notes such as the Notes may avoid the deduction of CPT by filing a statement of exemption with the custodian 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*).

In this context it is of note that there is, inter alia, a special tax regime for Austrian private law foundations (*Privatstiftungen*). Such foundations are subjected to a special interim income tax of currently 25 per cent. to be paid on income derived from notes such as the Notes.

(iv) *Non-Residents*

Income of non-resident individuals and corporations (within the meaning of the relevant Austrian tax law) derived from notes such as the Notes (interest payments, capital gains) is currently not taxable in Austria, provided that such income is not attributable to an Austrian permanent establishment. In this case, Austrian capital gains tax (CPT) being deducted by a custodian bank or a paying office located in Austria may be avoided, if the beneficiary demonstrates to the custodian bank (or the paying office), by supplying corroborating evidence, that he qualifies as non-resident for tax purposes and that he is therefore subjected to limited (corporate) income tax liability.

Pursuant to the Federal Tax Amendment Act 2014 (*Abgabenänderungsgesetz 2014*, Federal Law Gazette I 2014/ 13) the ITA has been amended. Amongst other amendments, with effect of 1 January 2015, interest income within the meaning of Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments ("**EU Savings Tax Directive**") and the Austrian EU Withholding Tax Act (*EU-Quellensteuergesetz*, Federal Law Gazette I 2004/33 – "**EU-QuStG**"; see below) will fall within the limited (corporate) income tax liability applicable to non-resident individuals and corporations (within the meaning of the relevant Austrian tax law), provided that CPT has to be deducted. This is the case if either the custodian bank (*depotführende Stelle*) or – under certain conditions – the paying office (*auszahlende Stelle*) is located in Austria. Accordingly, from 1 July 2015 onwards, income of non-resident individuals and corporations derived from notes such as the Notes (interest payments, capital gains) will be subject to Austrian income tax at a rate of 25 per cent., unless one of the exemptions contained in amended section 98 para 1 no. 5 of the ITA applies, e.g. *inter alia* in case interest income is paid out or credited to an individual resident in another EU Member State in which case the EU Withholding Tax Act applies (see also below under "EU Savings Tax Directive"). Applicable double taxation treaties may provide for a reduction of, or relief from the application of the Austrian capital gains tax (CPT). For corporate entities deriving business income from the Notes, an exemption

may be available by filing a declaration of exemption (*Befreiungserklärung*) with the Austrian paying office (as section 94 no. 5 of the Austrian Income Tax Act has not been changed or amended). It remains to be seen, how this new provision will be implemented in practice.

(v) *EU Savings Tax*

In Austria, provisions for implementing the EU Savings Tax Directive have been enacted by the *EU-Quellensteuergesetz* (Federal Law Gazette I 2004/33 – "EU-QuStG"). Section 1 of the EU-QuStG provides that interest payments paid out or credited by a paying office located in Austria to a beneficial owner who is an individual resident in another EU Member State (or certain dependent or associated territories) is subject to a withholding tax if no exemption from such withholding applies. Pursuant to the EU-QuStG, tax from interest payments must be deducted on a time scaled basis. For the first three years after the EU-QuStG came into force (i.e. from 1 July 2005 onwards) 15 per cent. on paid interest has been deducted, for the subsequent three years (i.e. from 1 July 2008 onwards) a tax of 20 per cent. applied. Since 1 July 2011 the tax to be deducted amounts to 35 per cent. This tax is not deducted in case the beneficial owner of the interest provides a certificate of the competent tax authority of the EU Member State where he is resident. The certificate must include the beneficial owner's name, address, tax number or other identification number or if such number is not available, the date of birth and the paying bank's registered office. In addition, the name and address of the paying bank, as well as the account number of the beneficial owner or, if an account number is unavailable, the security identification number must be included.

(vi) *Other Taxes*

Due to a decision of the Austrian Constitutional Court (*Verfassungsgerichtshof*), the Austrian inheritance and gift tax (*Erbschafts- und Schenkungssteuer*) has been abolished with effect of 1 August 2008. 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 AG Head Office, UBS AG Australia 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 (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.

Individuals resident in Belgium

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 25 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 25 per cent.

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 25 per cent. However, an exemption may apply provided that certain formalities are complied with. The Belgian withholding tax that has been levied is creditable in accordance with the applicable legal provisions.

Other Belgian legal entities

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 25 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 25 per cent. withholding tax.

Belgian non-residents

The interest income on the Notes paid through a professional intermediary in Belgium will, in principle, be subject to a 25 per cent. withholding tax, unless the Note holder 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-recognised clearing or settlement institution, provided that they deliver an affidavit from 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.

European Directive on taxation of savings income in the form of interest payments

The EU Savings Tax Directive has been implemented in Belgium by the law of 17 May 2004. The EU Savings Tax Directive entered into force on 1 July 2005. See "*European Union Directive on the Taxation of Savings Income*" below.

Individuals not resident in Belgium

Interest paid or collected through Belgium on the Notes and falling under the scope of application of the EU Savings Tax Directive will be subject to the Disclosure of Information Method.

Individuals resident in Belgium

An individual resident in Belgium will be subject to the provisions of the EU Savings Tax Directive, if he receives interest payments from a paying agent (within the meaning of the EU Savings Tax Directive) established in another Member State, Switzerland, Liechtenstein, Andorra, Monaco, San Marino, Bonaire, Curacao, Saba, Sint Eustatius, Sint Maarten (formerly the Netherlands Antilles), Aruba, Guernsey, Jersey, the Isle of Man, Montserrat, the British Virgin Islands, Anguilla, the Cayman Islands or the Turks and Caicos Islands.

If the interest received by an individual resident in Belgium has been subject to a Source Tax, such Source Tax does not liberate the Belgian individual from declaring the interest income in the personal

income tax declaration. The Source Tax will be credited against the personal income tax. If the Source Tax withheld exceeds the personal income tax due, the excessive amount will be reimbursed, provided it reaches a minimum of EUR 2.5.

FRANCE

The following is a general description of certain French withholding tax considerations relating to the Notes to the extent that payments under the Notes would qualify as interest payments. 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 Prospectus. 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 subject to withholding tax in France, in accordance with the applicable French law.

By exception, pursuant to Article 125 A 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 24 per cent. mandatory (non-final) withholding tax. If applicable, this withholding tax is creditable against the applicable personal income tax liability. If the withholding tax paid exceeds the total amount of personal income tax due, the excess will be refunded. Social contributions (CSG of 8.2 per cent., the *prélèvement social* of 4.5 per cent., its contribution *additionnelle au prélèvement social* of 0.3 per cent., the *prélèvement de solidarité sur les revenus du patrimoine et produits de placement* of 2 per cent. and the CRDS of 0.5 per cent.) are also levied by way of withholding tax at an aggregate rate of 15.5 per cent. on interest and other similar revenues paid to French tax resident individuals. Practical steps to be taken for purposes of levying this withholding tax will depend on the place where the paying agent is located.

Prospective purchasers of Notes who are French resident for tax purposes or who would hold such Notes through a permanent establishment or 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 Notes should consult their own advisers about the tax implications of holding Notes and 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 instruments. 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 investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income, German withholding tax is applied, as a rule, as in the case of a German tax resident investor.

German withholding tax will be levied at a flat withholding tax rate of 26.375 per cent. (including solidarity surcharge (*Solidaritätszuschlag*)) on interest and on proceeds from the sale of the Notes if the Notes are held in a custodial account which the relevant investor 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 the Notes are redeemed, repaid, assigned or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage*), such transaction is treated like a sale. If the Issuer exercises the right to substitute the debtor of the Notes, this might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors.

If the Notes are not held in a custodial account maintained with a 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 an investor 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. 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 held in the custodial account maintained with the 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 had 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.

Individuals who are subject to church tax may apply in writing for this tax to be withheld as a surcharge to the withholding tax. Individuals subject to church tax but declining the application have to include their savings income in their tax return and will then be assessed to church tax. For German credit institutions an electronic information system as regards church withholding tax will presumably apply in respect of interest received after 31 December 2014, with the effect that 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 which case the obligation to include savings income in the tax return for church tax purposes will persist.

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 investor. 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 investor 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 investor 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 husband and wife the application can only be filed for savings income of both spouses.

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 husband and wife). 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 has notified this to the German Disbursing Agent by use of the officially required form.

The Issuer is, in general, not obliged to levy German withholding tax in respect of payments on the Notes.

IRELAND

The following is a summary of the principal Irish tax consequences of ownership of the Notes for individuals who are resident or ordinarily resident in Ireland for tax purposes and for companies that are resident in Ireland for tax purposes. It is based on the laws and practice of the Revenue

Commissioners currently in force in Ireland at the date of this Prospectus and may be subject to change. The statements in this summary are based on the understanding that the Notes will be treated as debt for Irish tax purposes. It deals with Noteholders who beneficially own their Notes as an investment. Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, including dealers in Notes 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 any laws applicable to them.

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 is 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 (currently up to 41 per cent. and in the case of individuals, the Universal Social Charge) or corporation tax (generally at the rate of 25 per cent.) on such interest and/or any payment in the nature of interest if (i) such interest 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 tax purposes (in which case there would also be a social insurance (PRSI) liability for an individual in receipt of interest on the Notes), or (iii) the Notes are attributed to a branch or agency in Ireland.

Ireland operates a self-assessment system in respect of income and corporation tax, and each person must assess its 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

In certain circumstances, Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) from any interest paid on Notes issued by a company not resident in Ireland, where such interest is collected or realised by a bank or encashment agent in Ireland on behalf of any Noteholder who is Irish resident. 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) Capital Gains Tax

A Noteholder will be subject to Irish tax on capital gains on a disposal of Notes unless such holder is neither resident nor ordinarily resident in Ireland and does not carry on a trade or business in Ireland through a permanent establishment, branch or agency in respect of which the Notes are or were held.

(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 disponent or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland; or (ii) the Notes are regarded as property situate in Ireland. Bearer Notes are generally regarded as situated where they are physically located. Notes in registered form are situated in Ireland if the register is 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 that date, and (ii) is either resident or ordinarily resident in Ireland on that date.

(f) Stamp Duty On Transfer Of Notes

No stamp duty, capital duty or similar tax is imposed in Ireland on the issue, transfer or redemption of the Notes unless (i) the Notes are regarded as property situate in Ireland; or (ii) a document of transfer of the Notes is executed in Ireland; or (iii) the transfer relates to Irish property or to any matter or thing done or to be done in Ireland. Even if the Notes were considered to be within the scope of Irish territoriality, no Irish stamp duty should arise if the Notes were considered to be loan capital and met the required conditions as set down in Irish stamp duty legislation.

(g) European Union Directive On Taxation Of Savings Income

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident in that other Member State. Ireland has implemented the directive but will not levy a withholding pursuant to it.

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.

All payments of interest (including accrued but unpaid interest) or and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes 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, subject however to:

- (i) the application of the Luxembourg laws of 21 June 2005, as amended, implementing the EU Savings Tax Directive (see, paragraph "*EU Savings Tax Directive*" below) and ratifying several agreements concluded with certain dependent or associated territories and providing for the possible application of a withholding tax of 35 per cent. on payments of interest or similar income made or ascribed to certain non Luxembourg resident investors (individuals and certain types of entities called "residual entities" as defined in the article 4-2 of the EU Savings Tax Directive) in the event of the Issuer appointing a paying agent in Luxembourg within the meaning of the above-mentioned directive (see, paragraph "*EU Savings Tax Directive*" below) or agreements unless the beneficiary of such payment opts for one of the two information exchange procedures available. On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft Bill N° 6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government of April 2013.
- (ii) the application as regards Luxembourg resident individuals (in the context of their private wealth) of the Luxembourg law of 23 December 2005, as amended, which has introduced a 10 per cent. withholding tax on savings income (i.e. with certain exemptions, savings income within the meaning of the Luxembourg law of 21 June 2005 implementing the EU Savings Tax Directive).

Pursuant to the law of 23 December 2005, as amended, Luxembourg resident individuals can opt to self declare and pay a 10 per cent. levy on interest payments made or ascribed by paying agents located in a Member State of the European Union other than Luxembourg, a Member State of the European Economic Area (other than a Member State of the European Union) or in a State or territory which has concluded an agreement directly relating to the EU Savings Tax Directive on the taxation of savings income.

The 10 per cent. withholding tax as described above or the 10 per cent. levy are in full discharge of income tax when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of 21 June 2005 and 23 December 2005, as amended, is assumed by the Luxembourg paying agent within the meaning of these laws and not by the Issuer.

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 Prospectus 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, or 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.

EU SAVINGS TAX DIRECTIVE

Under EC Council Directive 2003/48/EC on the taxation of savings income in the form of interest payment, each Member State (each a "**Member State**") is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity (as defined in article 4.2 of the EU Savings Directive) established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at a rate of 35 per cent., unless in the case of Luxembourg, the beneficial owner of the interest payments opts for one of the two information exchange procedures available. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft Bill N° 6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government of April 2013.

A number of non-EU countries including Switzerland, and certain dependent or associated territories of certain Member States including Jersey, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain types of entity established in one of those territories.

The Council of the European Union formally adopted a Council Directive amending the Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described in the first paragraph above. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive and are required to apply these new requirements from 1 January 2017. The changes made under the Amending Directive include extending the scope of the Directive to payments made to, or collected for, certain other entities and legal arrangements. They also broaden the definition of "interest payment" to cover income that is equivalent to interest.

Investors who are in any doubt as to their position should consult their professional advisers.

THE 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 (the "**participating Member States**").

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.

A joint statement issued in May 2014 by ten of the eleven participating Member States indicated an intention to implement the FTT progressively, such that it would initially apply to shares and certain derivatives, with this initial implementation occurring by 1 January 2016. The FTT, as initially implemented on this basis, may not apply to dealings in the Notes.

The FTT proposal remains subject to negotiation between the participating Member States. Additional EU Member States may decide to participate, although certain other Member States have expressed

strong objections to the proposal. The FTT proposal may therefore be altered prior to any implementation. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

UNITED STATES FEDERAL TAXATION

I.R.S. CIRCULAR 230 DISCLOSURE: The discussion of U.S. tax matters in this Base Prospectus/Base Listing Particulars is not intended or written to be used, and cannot be used by any person, for the purpose of avoiding U.S. federal tax penalties, and was written to support the promotion or marketing of Notes issued under the Programme. Each taxpayer should consult an independent tax advisor regarding the application of U.S. federal income tax law, as well as any state, local, non-U.S. or other tax laws, to the purchase, ownership and disposition of Notes in light of its particular circumstances.

The following is a general summary of certain U.S. federal income to U.S. Holders and 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.

This summary is based on the 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 for U.S. federal income tax purposes persons 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 be subject to limitations under the U.S. tax rules, including limitations that impact the ability to deduct losses or recognise 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 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 recently 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 not classified as indebtedness 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, generally at a rate of 30 per cent. or at such other rate as may be available under the provisions of any applicable double tax treaty. Where Notes are classified as equity for U.S. federal income tax purposes or are issued or "materially modified" following the six-month anniversary of the publication of applicable regulations (the "**Grandfathering Period**"), payments of principal, interest and redemption or disposition proceeds paid after 31 December 2016 may be subject to tax under Sections 1471 through 1474 of the Code (commonly referred to as "**FATCA**"). See the discussion below under "*FATCA Withholding Tax*". 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.

Tax Consequences for U.S. Holders

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, $\frac{1}{4}$ 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 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 it 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 adjusted 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 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*," "*Optionally Exchangeable Notes*" 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 two per cent. floor limitation imposed on miscellaneous 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.

Upon a sale, exchange or retirement of a contingent payment debt instrument (including a delivery of property pursuant to the terms 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 adjusted 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, plus the amount of cash, if any, received in lieu of property. 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.

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 Issuer or the U.S. Holder will exercise or not exercise its redemption rights in a manner that maximises the U.S. Holder's yield. A U.S. Holder that elects to amortise bond premium must reduce such Owner'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 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). Rules similar to these rules apply in the case of a cash method taxpayer required to currently accrue original issue discount.

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.

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 the election is not made, any loss realised on the sale, exchange or retirement of a foreign currency Note with amortisable bond premium by a U.S. Holder who has not elected to amortise the premium will be a capital loss to the extent of the bond premium.

A U.S. Holder's basis in a foreign currency Note, and the amount of any subsequent adjustment to the U.S. Holder's 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 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 principal 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 principal amount of the Note, determined on the date the U.S. Holder acquired the Note. Payments received attributable to accrued interest 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 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 furnished to the IRS.

If a U.S. Holder invests in Notes directly or indirectly through a non-U.S. financial institution, payments it receives after 2016 on or with respect to Notes issued or materially modified after the Grandfathering Period or that are treated as equity for U.S. federal income tax purposes may be subject to U.S. withholding unless such financial institutions generally comply with certain U.S. reporting and withholding requirements. As part of this compliance, U.S. Holders may be asked to provide additional information about their status as U.S. taxpayers. See the discussion below under "*FATCA Withholding Tax*".

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 the applicable pricing supplement, 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

FATCA imposes a 30% U.S. withholding tax on payments of U.S. source interest, dividends and certain other passive income beginning 1 July 2014, and on the gross proceeds from the sale or other disposition of certain assets and on certain "passthru payments" attributable to such income or proceeds beginning 1 January 2017, made to certain foreign financial institutions (including most foreign hedge funds, private equity funds and other investment vehicles) unless the payee foreign financial institution agrees to disclose the identity of any U.S. individuals and certain U.S. entities that directly or indirectly maintain an account with, or hold debt or equity interests in, such institution (or the relevant affiliate) and to annually report certain information about such account or interest directly, or indirectly, to the IRS. FATCA also requires withholding agents making certain payments to certain non-financial foreign entities that fail to disclose the name, address, and taxpayer identification number of any substantial direct or indirect U.S. owners of such entity to withhold a 30% tax on such payments

The Issuer and other financial institutions through which payments on the Notes are made may be required to withhold at a rate of up to 30 per cent. on all, or a portion of, payments made after 31 December 2016 in respect of any Notes which are issued (or materially modified) after the Grandfathering Period or that are treated as equity for U.S. federal tax purposes whenever issued, pursuant to FATCA.

The Issuer is a foreign financial institution ("**FFI**") for the purposes of FATCA. If the Issuer agrees, or is required, to provide certain information on its account holders pursuant to a FATCA agreement with the IRS (i.e. the Issuer is a "**Participating FFI**") then withholding may be triggered if: (i) payments on the Notes are classified as "foreign passthru payments" for purposes of FATCA, and (ii) (a) an investor does not provide information sufficient for the relevant Participating FFI to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the Issuer, (b) an investor does not consent, where necessary, to have its information disclosed to the IRS or (c) any FFI that is an investor, or through which payment on the Notes is made, is not a Participating FFI or is not otherwise exempt from being withheld upon under FATCA.

The United States and Switzerland entered into an intergovernmental agreement to facilitate the implementation of FATCA (an "**IGA**"). Under the U.S.-Switzerland IGA, financial institutions acting out

of Switzerland, such as the Issuer, are directed to enter into and comply with an agreement with the U.S. Internal Revenue Service to provide certain information about investors. The United States has entered into IGAs with certain other jurisdictions, such as Australia, Jersey and the United Kingdom pursuant to which FFIs, including branches acting, in those jurisdictions, will be required to provide similar information to the local taxing authorities who will then share it with the US authorities. The United States has entered into, is in the process of negotiating or is in dialogue regarding IGAs with other jurisdictions. Pursuant to the relevant IGAs, it is expected that FFIs, including branches acting, in those jurisdictions will generally be able to be treated as "deemed compliant" with FATCA.

If an amount in respect of FATCA were to be deducted or withheld from interest, principal or other payments on or with respect to the Notes, the Issuer would have no obligation to pay additional amounts or otherwise indemnify a holder for any such withholding or deduction by the Issuer, a Paying Agent or any other party as a result of the deduction or withholding of such amount. As a result, investors may, if FATCA is implemented as currently proposed by the IRS, receive less interest or principal than expected.

An FFI investor that is subject to FATCA withholding generally will only be able to obtain a refund of amounts withheld on payments made to it to the extent an applicable income tax treaty with the United States entitles the investor to a reduced rate of tax on such payments, provided the required information is furnished in a timely manner to the IRS.

Significant aspects of the application of FATCA are not currently clear. Investors should consult their own advisors about the application of FATCA, in particular if they may be classified as financial institutions under the FATCA rules.

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 advisers 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.

UNITED STATES EMPLOYEE BENEFIT PLAN CONSIDERATIONS

The U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) subject to Title I of ERISA, including entities such as collective investment funds and separate accounts whose underlying assets include the assets of such plans (collectively, "**ERISA Plans**") and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the ERISA Plan.

Section 406 of ERISA and Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") prohibit certain transactions involving the assets of an ERISA Plan (as well as those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts (together with ERISA Plans, "**Plans**")) and certain persons (referred to as "**parties in interest**" or "**disqualified persons**") having certain relationships to such Plans, unless a statutory or administrative exemption is applicable to the transaction. To the extent a purchase of any Note (or an interest in a Note) by a Plan is permitted, prohibited transactions within the meaning of Section 406 of ERISA or Section 4975 of the Code may arise if any Notes are acquired by a Plan with respect to which any of the Issuers, the Agent, the Arranger or the Dealers or any of their respective affiliates are a party in interest or a disqualified person. A party in interest or disqualified person who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and Section 4975 of the Code. Certain exemptions from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code may be applicable, however, depending in part on the type of Plan fiduciary making the decision to acquire Notes and the circumstances under which such decision is made. There can be no assurance that any exemption 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.

For Notes whose terms do not provide for payment in full of principal at their stated maturity, unless otherwise permitted pursuant to the Drawdown Prospectus or Pricing Supplement relating to such Notes,

a Plan may not purchase, hold or hold any interest in any such Notes. Unless otherwise provided in the Final Terms, by its purchase of any Note (and any interest therein) whose terms do not provide for payment in full of principal at their stated maturity, whether in the case of the initial purchase or in the case of a subsequent transfer, the purchaser thereof will be deemed to have represented and agreed that it is not and for so long as it holds a Note (or any interest therein) will not be a Plan or any entity the underlying assets of which include, or are deemed for purposes of ERISA or the Code to include, the assets of any Plan for the purposes of 29 C.F.R. §2510.3-101 and Section 3(42) of ERISA (each of the foregoing, a "**Benefit Plan Investor**") or otherwise for purposes of Section 406 of ERISA or Section 4975 of the Code.

For Notes whose terms provide for payment in full of principal at their stated maturity, unless otherwise prohibited in the Final Terms relating to such Notes, Plans will be permitted to purchase and hold the Notes (and any interest therein). Unless otherwise provided in the Drawdown Prospectus or Pricing Supplement, each purchaser and transferee of a Note (and any interest therein) whose terms provide for payment in full of principal at their stated maturity, will be deemed to represent and agree that for so long as it holds a Note (or any interest therein) either (i) it is not a Benefit Plan Investor, or (ii) its purchase and holding of the Notes (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

If a purchaser or transferee of any Note is subject to any U.S. federal, state or local law that is substantially similar to Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**") then such purchaser or transferee will be deemed to represent and agree that such purchase is not in violation of any Similar Law.

Governmental plans and certain church and other plans, while not subject to the fiduciary responsibility provisions of ERISA or the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code, may nevertheless be subject to state or other federal or foreign laws that are substantially similar to ERISA and the Code. Fiduciaries of any such plans should consult with their counsel before purchasing any Notes.

The foregoing discussion is general in nature and not intended to be all-inclusive. Any Plan fiduciary who proposes to cause a Plan to purchase any Notes to the extent permitted in the Final Terms, Drawdown Prospectus or Pricing Supplement should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions 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.

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 Limited, 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 24 June 2014 (the "**Dealer 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, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement. 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, Drawdown Prospectus or Pricing Supplement 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, Drawdown Prospectus or Pricing Supplement. 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 Dealer 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, Drawdown Prospectus or Pricing Supplement; Rule 144A eligible if so specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement)

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, 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. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

For Notes whose terms do not provide for payment in full of principal at their stated maturity, unless otherwise permitted pursuant to the Drawdown Prospectus or Pricing Supplement relating to such Notes, a Benefit Plan Investor may not purchase, hold or hold any interest in any such Notes. Unless otherwise provided in the Drawdown Prospectus or Pricing Supplement, for Notes whose terms do not provide for payment in full of principal at their stated maturity, the purchaser and each transferee will be deemed to represent that it is not and for as long as it holds the Notes (or an interest therein) will not be (i) an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Part 4 of Title I of ERISA, (ii) a "plan" within the meaning of and subject to Section 4975 of the Code or (iii) any person or entity whose underlying assets include, or are deemed for purposes of ERISA or the Code to include, the assets of any such "employee benefit plan" or "plan" by reason of 29 C.F.R. § 2510.3-101 and Section 3(42) of ERISA or otherwise for purposes of Section 406 of ERISA or Section 4975 of the Code.

For Notes whose terms provide for payment in full of principal at their stated maturity, unless otherwise prohibited in the Drawdown Prospectus or Pricing Supplement relating to such Notes, Benefit Plans Investor will be permitted to purchase and hold the Notes (and any interest therein). Unless otherwise provided in the Drawdown Prospectus or Pricing Supplement, for Notes whose terms provide for payment in full of principal at their stated maturity, the purchaser and each transferee will be deemed to represent and agree that for as long as it holds the Notes (or an interest therein) either (A) it is not (i) an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Part 4 of Title I of ERISA, (ii) a "plan" within the meaning of and subject to Section 4975 of the Code or (iii) an entity the underlying assets of which include, or are deemed for purposes of ERISA or the Code to include, the assets of any such "employee benefit plan" or "plan" by reason of 29 C.F.R. § 2510.3-101 and Section

3(42) of ERISA or otherwise for purposes of Section 406 of ERISA or Section 4975 of the Code, or (B) its purchase and holding of the Notes (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

Each purchaser and transferee that is an "employee benefit plan" that is subject to any U.S. Federal, state or local law that is substantially similar to Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**") will be deemed to represent and agree that such purchase is not in violation of any Similar Law.

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 U.S. 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 the D Rules are specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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 the D Rules, (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 the D Rules;
 - (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
 - (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 the C Rules are specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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, including the C Rules and the D Rules.

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 Dealer 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 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 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 under the Securities Act) 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 under the Securities Act.

The Dealer Agreement provides that the Dealers may directly or may, 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 (whether or 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 under the Securities Act.

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, Drawdown Prospectus or Pricing Supplement.

PUBLIC OFFER SELLING RESTRICTIONS UNDER THE PROSPECTUS DIRECTIVE

In relation to each Member State of the European Economic Area 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 the Base Prospectus as completed by the Final Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) 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 or Drawdown Prospectus 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 Nonexempt 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 100 offered:* at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 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 (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

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 "Public Offer Selling Restrictions under the Prospectus Directive" 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 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 NYSE Euronext (Amsterdam) admitted in a function on one or more of the markets or systems operated by Euronext Amsterdam N.V., in accordance 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 who do not act 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 Drawdown Prospectus or Pricing Supplement (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, the 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 moneys 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, 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 Drawdown Prospectus or Pricing Supplement 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 authorised deposit-taking institution ("**ADI**"). As at the date of this Base Prospectus/Base Listing Particulars, UBS AG Australia Branch is licenced 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**") and, accordingly, each Dealer has undertaken, and each further Dealer appointed under the Programme will be required to undertake, 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 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

This Base Prospectus/Base Listing Particulars has not been and will not be registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"). Accordingly, this Base Prospectus/Base Listing Particulars and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Bonds be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of 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 an offer referred to in Section 275(1A), and in accordance with the applicable 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 acquired by persons who are relevant persons specified in Section 276 of the SFA, namely:

- (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,

the shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 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 (under Section 274 of the SFA) or to a relevant person as defined in Section 275(2) of the SFA, or any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights or interest in that trust are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets and further for corporations, in accordance with the conditions specified in Section 275(1A) 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 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

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 offered or sold to 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 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 regulatory approvals/licenses, verifications and/or registrations from all relevant governmental authorities (including but not limited to the China Securities Regulatory Commission, the People's Bank of China and/or the State Administration of Foreign Exchange), and complying with all the applicable PRC regulations, including but not limited to any relevant PRC foreign exchange regulations and/or foreign investment regulations.

TAIWAN

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.

CANADA

No prospectus in relation to the Programme or the Notes has been filed with any securities commission or administrator in Canada. Each dealer has represented, warranted and agreed, and each further dealer appointed under the Programme will be required to represent, warrant and agree, that, unless the Drawdown Prospectus or Pricing Supplement (or another relevant supplement to this Base Prospectus/Base Listing Particulars) otherwise provides:

- (a) the sale and delivery of any Note to any purchaser who is a resident of Canada or otherwise subject to the laws of Canada or who is purchasing for a principal who is a resident of Canada or otherwise subject to the laws of Canada (each such purchaser or principal, a "**Canadian Purchaser**") by such agent shall be made so as to be exempt from the prospectus filing requirements and exempt from, or in compliance with, the dealer registration requirements of all applicable securities laws, regulations, rules, instruments, rulings and orders, including those applicable in each of the provinces and territories of Canada (as defined in this section, the "**Canadian Securities Laws**");
- (b) each Canadian Purchaser is entitled under the Canadian Securities Laws to acquire the Notes without a prospectus qualified under the Canadian Securities Laws, and such purchaser is an "accredited investor" as defined in section 1.1 of National Instrument 45-106- *Prospectus & Registration Exemptions*, and was not created and is not being used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in section 1.1;
- (c) it will ensure that each Canadian Purchaser purchasing from it consents to the disclosure of all required information about the Canadian Purchaser to the applicable Canadian securities regulatory authorities, and has received all prescribed information necessary to be communicated to such Canadian Purchaser regarding the collection and use of personal information regarding the Canadian Purchaser;
- (d) it has not provided and will not provide to any Canadian Purchaser any document or other material that would constitute an offering memorandum (other than this offering circular with respect to the private placement of the Notes in Canada, together with any applicable supplement thereto prepared for use in Canada) within the meaning of Canadian Securities Laws;
- (e) it has not made and it will not make any written or oral representations to any Canadian Purchaser:
 - (i) that any person will resell or repurchase the Notes purchased by such Canadian Purchaser;
 - (ii) that the Notes will be freely tradeable by the Canadian Purchaser without any restrictions or hold periods;
 - (iii) that any person will refund the purchase price of the Notes; or
 - (iv) as to the future price or value of the Notes;
- (f) it will inform each Canadian Purchaser that:
 - (i) The Issuer is not a "reporting issuer" and is not, and may never be, a reporting issuer in any province or territory of Canada. The Notes have not been nor will they be qualified for sale to the public under applicable Canadian Securities Laws and there currently is no public market in Canada for any of the Notes, and one may never develop;
 - (ii) the Notes will be subject to resale restrictions under applicable Canadian Securities Law, including the requirement that any resale of the Notes must be made in

accordance with, or pursuant to an exemption from, or in a transaction not subject to, the prospectus requirements under applicable Canadian Securities Laws; and

- (iii) such Canadian Purchaser's name and other specified information will be disclosed to the relevant Canadian securities regulators or regulatory authorities and may become available to the public in accordance with applicable laws; and
- (g) it will comply with the applicable dealer registration requirements of Canadian Securities Laws in connection with the sale and delivery of any Note to a Canadian Purchaser and with any resale of the Notes.

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/Base Listing Particulars and the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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. It must be distinctly understood that in giving this consent the Commission does not take any responsibility for the financial soundness of any schemes or the correctness of any statements made or opinions expressed with regard to them.

BELGIUM

Belgium has implemented the Prospectus Directive and the section headed "Public Offer Selling Restrictions under the Prospectus Directive" on page 151 is applicable.

This Base Prospectus has not been submitted for approval to the Belgian Financial Services and Markets Authority. Accordingly, 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.

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 under the Securities Act, (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 THEREUNDER (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 Pricing Supplement or the Drawdown Prospectus] [EACH PURCHASER AND TRANSFEREE IS DEEMED TO REPRESENT THAT IT IS NOT AND FOR SO LONG AS IT HOLDS THE NOTE OR ANY INTEREST HEREIN IT WILL NOT BE AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO PART 4 OF TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), A PLAN THAT IS DESCRIBED IN AND IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY ENTITY THE UNDERLYING ASSETS OF WHICH INCLUDE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO INCLUDE, THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN OR PLAN FOR PURPOSES OF SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE.

For Notes whose terms provide for payment in full of principal at their stated maturity, unless otherwise provided in the Pricing Supplement or the Drawdown Prospectus] [EACH PURCHASER AND TRANSFEREE IS DEEMED TO REPRESENT THAT (1) IT IS NOT AND FOR SO LONG AS IT HOLDS THE NOTE OR ANY INTEREST THEREIN EITHER IT WILL NOT BE (A) AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO PART 4 OF TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), (B) A PLAN THAT IS DESCRIBED IN AND IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR (C) ANY ENTITY THE UNDERLYING ASSETS OF WHICH INCLUDE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO INCLUDE, THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN OR PLAN FOR PURPOSES OF SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (2) ITS PURCHASE AND HOLDING OF THE NOTES (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 ERISA OR SECTION 4975 OF THE CODE.

EACH PURCHASER AND TRANSFEREE THAT IS AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**") WILL BE DEEMED TO REPRESENT AND AGREE THAT SUCH PURCHASE IS NOT IN VIOLATION OF ANY SIMILAR LAW.

- (iv) Unless otherwise provided in the Pricing Supplement or the Drawdown Prospectus, for Notes whose terms do not provide for payment in full of principal at their stated maturity, it is not and for as long as it holds the Notes (or an interest therein) will not be (a) an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Part 4 of Title I of ERISA, (b) a "plan" within the meaning of and subject to Section 4975 of the Code or (c) any person or entity whose underlying assets include, or are deemed for purposes of ERISA or the Code to include, the assets of any such "employee benefit plan" or "plan" by reason of 29 C.F.R. § 2510.3-101

and Section 3(42) of ERISA or otherwise for purposes of Section 406 of ERISA or Section 4975 of the Code.

- (v) Unless otherwise provided in the Pricing Supplement or the Drawdown Prospectus, for Notes whose terms provide for payment in full of principal at their stated maturity, for as long as it holds the Notes (or an interest therein) either (1) it is not (a) an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Part 4 of Title I of ERISA, (b) a "plan" within the meaning of and subject to Section 4975 of the Code or (c) an entity the assets of which include the assets of any such "employee benefit plan" or "plan" by reason of 29 C.F.R. § 2510.3-101 and Section 3(42) of ERISA or otherwise for purposes of Section 406 of ERISA or Section 4975 of the Code, or (2) its purchase and holding of the Notes (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code.
- (vi) If a purchaser or transferee that is subject to any U.S. federal, state or local law that is substantially similar to Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**") then such purchase is not and for as long as it holds the Notes (or an interest therein) will not be in violation of any Similar Law.
- (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 SIS Notes

Each purchaser of Unrestricted Global Notes and/or Uncertificated SIS Notes sold pursuant to Regulation S and each subsequent purchaser of such Unrestricted Global Notes and/or Uncertificated SIS 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 SIS Notes, will be deemed to have represented, agreed and acknowledged that:

- (i) It is, or at the time Unrestricted Global Notes or Uncertificated SIS Notes are purchased will be, the beneficial owner of such Unrestricted Global Notes or Uncertificated SIS 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 SIS 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 SIS Notes except (a) in accordance with Rule 144A under the Securities Act 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 Pricing Supplement or the Drawdown Prospectus:

EACH PURCHASER AND TRANSFEREE IS DEEMED TO REPRESENT THAT IT IS NOT AND FOR SO LONG AS IT HOLDS THE NOTE OR ANY INTEREST HEREIN IT WILL NOT BE AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO PART 4 OF TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), A PLAN THAT IS DESCRIBED IN AND IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR ANY ENTITY THE UNDERLYING ASSETS OF WHICH INCLUDE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO INCLUDE, THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN OR PLAN FOR PURPOSES OF SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE.

For Notes whose terms provide for payment in full of principal at their stated maturity, unless otherwise provided in the relevant Drawdown Prospectus or Pricing Supplement][EACH PURCHASER AND TRANSFEREE IS DEEMED TO REPRESENT THAT (1) IT IS NOT AND FOR SO LONG AS IT HOLDS THE NOTE OR ANY INTEREST HEREIN EITHER IT WILL NOT BE (A) AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO PART 4 OF TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), (B) A PLAN THAT IS DESCRIBED IN AND IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OR (C) ANY ENTITY THE UNDERLYING ASSETS OF WHICH INCLUDE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO INCLUDE, THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN OR PLAN FOR PURPOSES OF SECTION 3(42) OF ERISA, OR OTHERWISE FOR PURPOSES OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (2) ITS PURCHASE AND HOLDING OF THE NOTES (OR ANY INTEREST THEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER ERISA OR SECTION 4975 OF THE CODE.

EACH PURCHASER AND TRANSFEREE THAT IS AN EMPLOYEE BENEFIT PLAN SUBJECT TO ANY U.S. FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**") WILL BE DEEMED TO REPRESENT AND AGREE THAT SUCH PURCHASE IS NOT IN VIOLATION OF ANY SIMILAR LAW.

- (iv) Unless otherwise provided in the relevant Drawdown Prospectus or Pricing Supplement, for Notes whose terms do not provide for payment in full of principal at their stated maturity, it is not and for as long as it holds the Notes (or an interest therein) will not be (a) an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Part 4 of Title I of ERISA, (b) a "plan" within the meaning of and subject to Section 4975 of the Code or (c) any person or entity whose underlying assets include the assets of any such "employee benefit plan" or "plan" by reason of 29 C.F.R. § 2510.3-101 and Section 3(42) of ERISA or otherwise for purposes of Section 406 of ERISA or Section 4975 of the Code.

- (v) Unless otherwise provided in the relevant Drawdown Prospectus or Pricing Supplement, for Notes whose terms provide for payment in full of principal at their stated maturity, for as long as it holds the Notes (or an interest therein) either (1) it is not (a) an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Part 4 of Title I of ERISA, (b) a "plan" within the meaning of and subject to Section 4975 of the Code or (c) an entity the underlying assets of which include, or are deemed for purposes of ERISA or the Code to include, the assets of any such "employee benefit plan" or "plan" by reason of 29 C.F.R. § 2510.3-101 and Section 3(42) of ERISA or otherwise for purposes of Section 406 of ERISA or Section 4975 of the Code, or (2) its purchase and holding of the Notes (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code.
- (vi) If a purchaser or transferee that is subject to any U.S. federal, state or local law that is substantially similar to Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**") then such purchase is not and for as long as it holds the Notes (or an interest therein) will not be in violation of any Similar Law.
- (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 SIS 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.

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 depository 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 depository; or (ii) if the Issuer, at its option, elects to terminate the book-entry system through DTC; or (iii) if Euroclear or Clearstream, Luxembourg 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, Drawdown Prospectus or Pricing Supplement, 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, Drawdown Prospectus or Pricing Supplement, 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 Unrestricted Global Notes and/or Restricted 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 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) *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;
- (g) *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);
- (h) *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;
- (i) *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;
- (j) *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;

- (k) *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 the 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
- (l) *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 the 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 the 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 23 June 2014. 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 the Irish Stock Exchange for Notes issued under the Programme during the 12 months from the date of the Base Prospectus or the Base Listing Particulars (as applicable) to be admitted to the official list of the Irish Stock Exchange 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 the Irish Stock Exchange 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 the 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 the SIX Swiss Exchange 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 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.

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 Irish Stock Exchange's Main Securities 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 Irish Stock Exchange's Main Securities 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 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 since 31 December 2013 and no significant change in the financial or trading position of the UBS Group since 31 March 2014.
6. For the years ended 31 December 2012 and 2013 the consolidated financial statements of UBS AG were audited, without qualifications, by Ernst & Young Ltd, chartered accountants. Ernst & Young Ltd is a member of the Swiss Chamber of Auditors.
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 Irish Stock Exchange's Main Securities Market, and the SIX Swiss Exchange, Paying Agents will 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 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), (vi) and (vii) 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) any amendment or supplement to this Base Prospectus/Base Listing Particulars published since the date of this Base Prospectus/Base Listing Particulars;
 - (iii) the Dealer Agreement;
 - (iv) the Agency Agreement;
 - (v) the Deed of Covenant;
 - (vi) the published audited consolidated accounts and audit report of the UBS Group for the financial years ended 31 December 2012 and 2013, and the published unaudited consolidated accounts of the UBS Group for the first quarter ended 31 March 2014; and
 - (vii) each Final Terms, Drawdown Prospectus or Pricing Supplement and subscription agreement for Notes that are admitted to trading on the Luxembourg Stock Exchange's regulated market, the Irish Stock Exchange's Main Securities Market or the SIX Swiss Exchange.
9. Notes will be issued in such denominations as may be specified in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
10. Notes which may be listed on the Irish Stock Exchange's Main Securities Market and/or its 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 Directive 2004/39/EC) 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, Drawdown Prospectus or 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 Final Terms, Drawdown Prospectus or Pricing Supplement) 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 appropriate codes allocated by Euroclear, Clearstream, Luxembourg or any other clearing system for each Series of Notes, together with the relevant International Securities Identification Number, will be contained in the relevant Final Terms, Drawdown Prospectus or Pricing Supplement 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 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 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, Drawdown Prospectus or Pricing Supplement, 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. 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 Main Securities Market of the Irish Stock Exchange for the purposes of the Prospectus Directive or the Global Exchange Market of the Irish Stock Exchange.
18. 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.

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LUXEMBOURG LISTING AGENT

IRISH LISTING AGENT

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