

**EXHIBIT C
TO
MASTER CONTRACTOR SERVICES AGREEMENT**

PROJECT EXHIBIT NUMBER 2016 – 01 - 29 - UBS AG – CYBERSEARCH

This Project Exhibit Number 2016 – 01 - 29 - UBS AG – CyberSearch LTD. ("Project Exhibit") is issued pursuant to an Agreement dated December 18th, 2015 by and between Accenture LLP ("Accenture") and CyberSearch LTD. ("Company"). Any term not otherwise defined herein shall have the meaning ascribed to it in such Agreement.

WHEREAS, Accenture and UBS AG ("Accenture Client ") have established a contractual framework for Accenture's provision of information technology and related services to Accenture Client, dated March 31, 2010 ("Prime Contract/s"), relevant portions of which are specified herein; and

WHEREAS, Accenture and Company have established an Agreement for Company's provision of Services to Accenture; and

WHEREAS, Accenture from time to time desires Company Worker/s trained in performing such Services pursuant to the Prime Contract.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Company and Accenture agree to the following terms and conditions:

1. Agreement Structure. This Project Exhibits sets forth the terms of this arrangement within the overall framework of the Agreement. The Agreement and this Project Exhibits, including the Exhibits identified below which are incorporated herein by reference, constitute the entire agreement between Accenture and Company in connection with the Prime Contract. To the fullest extent possible, the Agreement and this Project Exhibit and Exhibits shall be interpreted so as to be consistent with each other. In the event of any inconsistencies between and among the Agreement, this Project Exhibit C, or any Electronic Work Orders and/or Written Statements of Work hereto, or any modifications, whether in substance or import, the order of precedence will be in the order listed below, in descending order with the controlling agreement listed first:

- **Exhibit C, Project Exhibit Number 2016 – 01 - 29 - UBS AG – CyberSearch**
- **Exhibit A, Statement of Work (SOW)**
- **Electronic Work Order (With the exception of pricing)**
- **Master Contractor Services Agreement**

2. Electronic Work Order/Statements of Work

Pursuant to Section 2 of the Agreement, the contemplated term of service of any particular Company Worker/s and the general nature of the Services to be provided by the Company Worker/s to Accenture under this Project Exhibit shall be set forth in the form of a Fully Approved Electronic Work Order, or when applicable, a written Statement of Work attached hereto as Exhibit A, signed by authorized representatives of both parties.

3. Protection of Confidential Information

Pursuant to the Agreement, Company shall require that each Company Worker/s assigned to perform Services under this Project Exhibit sign a copy of the "Protection of Confidential Information" agreement attached hereto as Exhibit B.

4. Prime Contract Flow-Downs

Pursuant to the Agreement, Company shall take all reasonable and necessary steps to enable Accenture to comply with the Prime Contract. Notwithstanding any other provision to the contrary, all work and/or deliverable items shall be produced and performed strictly in accordance with the provisions of the Prime Contract set forth below, without limitation.

1. Sub-Contractor Representations, Warranties and Obligations

a. For the purposes of this clause:

- i. **"Intellectual Property Rights"** means, to the extent that any of the following are recognised in any jurisdiction, any intellectual property and/or proprietary rights whether registered or unregistered, legal or beneficial, including: copyrights, patent rights (including applications for patent protection), publicity rights, trade secret rights, registered or otherwise protected trademarks, trade names and service marks and protections from trademark dilution, database rights and semiconductor topography rights
- ii. **"Accenture Affiliate"** means Accenture plc, holding company incorporated in Ireland as a public limited company, and any entity, whether incorporated or not, that is controlled by or under common control with Accenture plc, and "control" (or variants of it) shall mean the ability whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise;
- iii. **"Client"** means UBS AG (Stamford Branch) whose registered address is 677 Washington Blvd, Stamford, CT 06901, USA.
- iv. **"Client Affiliate"** means any entity:
 - (i) that controls Client;
 - (ii) that is controlled by Client; or
 - (iii) that is controlled by an entity that also control Client,

where "control" in relation to an entity means, a) in relation to a body corporate, the power of a person to secure (I) by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate; or (II) by virtue of any powers conferred by the articles of association or other document regulating that or any other body corporate, that the affairs of the first-mentioned body corporate are conducted in accordance with the wishes of that person, and, b) in relation to a partnership, the right to a share of more than one-half of the assets, or of more than one-half of the income, of the partnership;

- v. **"Financial Instrument"** means any security, debt security or other financial instrument of any kind and any related derivative;

- vi. **“Issuer”** means any legal entity or other party which has power to issue or has issued Financial Instruments. In the context of a derivative, the reference to Issuer is generally to the Issuer of the underlying Financial Instrument;
- vii. **“Information Barriers”** means technical and/or procedural measures, the purpose of which is to restrict and control access by Staff to Client Sensitive Information;
- viii. **“Client Sensitive Information”** means any of the following information:
 - (i) confidential business information; i.e. information that is not public and relates to and/or is obtained by Client from clients or customers or potential clients or customers of Client and/or their officers, or to Client itself or individual businesses of Client, and which is imparted (or in respect of proprietary information, produced, developed or held) in circumstances that would reasonably be understood to indicate it should be confidential. It includes (but is not limited to) non-public Client customer information and information in respects of a company’s profit projections, dividend intentions, forthcoming issues (whether primary or secondary), potential bids or corporate restructuring. It also includes Client internally generated information such as the intentions and dealings of fund managers, market makers’ positions, pre-publication research recommendations, etc;
 - (ii) Unpublished Price Sensitive Information; and
 - (iii) information that has not been made generally available and would be considered material or relevant by a reasonable, regular user of the market to a decision to buy, sell or hold Financial Instruments or how to vote them. It will frequently but not always relate to information which has to be disclosed publicly in accordance with legal and regulatory requirements or which is routinely the subject of public announcement. It includes information about possible future developments which, if they occur, would be publicly disclosed or announced;
- ix. **“Unpublished Price Sensitive Information”** means unpublished information (i.e. information which has not been disseminated to the public via a broad means, such as the news media, press releases, financial publications, wire services or public disclosure statements), which relates, directly or indirectly to a particular Financial Instrument or Financial Instruments or to a particular Issuer or Issuers (or a shareholder or officer of the Issuer(s)) and not to Financial Instruments or to Issuers generally, is specific or precise and would reasonably be expected to have a material effect on the market price of those Financial Instruments or on the market price of related Financial Instruments if published;
- b. Sub-Contractor represents that that all personnel are employees of Sub-Contractor for tax purposes or are individual contractors engaged by such Sub-Contractor;
- c. Sub-Contractor shall not without the prior written consent of Accenture sub-contract any of the services under the agreement, other than through the engagement of individual contractors;
- d. Accenture shall own exclusively own all Intellectual Property Rights (including the right to seek registration of relevant patent rights) in any deliverables (**“Work Product”**) produced by the Sub-Contractor under the agreement. Further:
 - i. in respect of any pre-existing materials of Sub-Contractor incorporated within or supplied within such deliverables, Sub-Contractor grants Accenture, with the right for Accenture to sub-license to Accenture Affiliates, the Client, or Client Affiliates, a perpetual, world-

wide, royalty-free, non-exclusive, transferable licence to use and copy, modify and adapt such pre-existing materials solely in connection with the use of such Work Product and not as a “stand-alone” product or separately from such Work Product in which it is incorporated, and solely in connection with Client’s and Client Affiliate’s usual business operations of a financial services group (both internal and by way of their provision of such services to their end clients). Client may, permit outsourcing service providers and contractors of Client and Client Affiliates providing services to Client or Client Affiliates, to use such pre-existing materials to the extent such use is necessary as part of their use of the Work Products incorporating such pre-existing materials, for the purposes for which such pre-existing materials were designed and intended.

- e. Sub-Contractor shall establish and maintain adequate Information Barriers when processing Client Sensitive Information.
- f. Accenture may terminate this agreement with Sub-Contractor upon request by UBS if any deficiency in such Sub-Contractor’s performance that is not corrected within ten (10) days of notice thereof.
- g. Client is a beneficiary of the services provided by Sub-Contractor under the agreement and may enforce (at its option) the obligations contained above in Clauses 1.d and Clauses 1.e of this Exhibit C and any provisions in the agreement that pertain to confidentiality of Client’s data.

2. Onboarding Undertakings

Sub-Contractor shall procure that all Sub-Contractor staff or contractors providing the services under the agreement sign the undertakings set out in Annexes A and B of this Exhibit C on or prior to the date that they commence provision of the services.

3. Background Check Obligations

Sub-Contractor shall adhere to the background check process set out in Annex C of this Exhibit C wherein all references to “Supplier” shall be construed as references to Sub-Contractor.

Annex A – Confidentiality Undertaking

UBS CONFIDENTIALITY UNDERTAKING FOR SUB-CONTRACTOR EMPLOYEES

I, _____ understand that UBS's confidential information has been and will be disclosed to me in connection with the services I provide to UBS ("Confidential Information").

I further understand that in relation to such Confidential Information, under the terms of my employment contract / engagement with Accenture and Accenture policy, I am not authorised to disclose it to:

- (a) any other employees, senior executives or contractors of Accenture unless I have been authorised to do so by UBS; or
- (b) any other third parties.

Practical Security Measures

I understand that I should use the following security precautions when dealing with the Confidential Information:

- (a) lock away all Confidential Information securely when I am not using it;
- (b) lock and password protect my laptop when I am away from my desk;
- (c) not discuss the Confidential Information with other authorised personnel in a non-secure environment e.g. in the corridor, in a café, in a lift with other people, in the pub.
- (d) protect the Confidential information in the same way that I would protect Accenture's confidential information.
- (e) do not put anything on the Knowledge Exchange unless I know that I have the right to.

If you are in any doubt as to whether the information you have is Confidential Information please treat it as such, unless directed otherwise by UBS.

If you become aware of a breach of confidentiality in relation to the services you provide at UBS, please notify UBS as soon as possible.

Conflicts of Interest

I also confirm that:

- (a) I do not have a family relationship with a UBS employee. ("family relationship" is defined as marriage partner, companion in life, registered partner, parent, sister, brother, child (including stepchild) and in-laws of the same degree (e.g. father-in-law, brother-in-law);
- (b) I do not hold any external directorship that is or might be regarded as being a conflict of interest with UBS.

Code of Conduct

We would like to remind you all that it is your responsibility to ensure your professional behaviour whilst on UBS premises and whilst representing Accenture.

UBS IT should not be used for personal interaction of any kind amongst colleagues even if those colleagues are UBS employees. We would like to state again that the UBS tools provided to you are for UBS business purposes only.

Please familiarise yourself with the below applicable policies and refresh training if required:

- * Policy 1002: Behaving Professionally
- * Policy 1394: Proper Usage of Mobile Telephones and Other Portable Communication Devices
- * Policy 0057: Acceptable Use of Information, Devices, and Technology
- * Policy 0090: Data Privacy
- * Policy 0069: Confidentiality

Personal Declaration

I have read and understand the above requirements and guidance and confirm that the potential conflicts of interest as indicated above are not applicable to me.

Signed _____

Date _____

APPENDIX (SWITZERLAND) TO DATA PROTECTION SCHEDULE FOR UBS AND
SUPPLIERS

CONFIDENTIALITY / DATA PROTECTION

Last name

First name

Date of birth

Employer

(company, address)

As a bank, UBS AG (hereinafter UBS) is subject to particularly strict obligations with regard to non-disclosure, confidentiality and data protection. These obligations apply simultaneously to the employees of external companies who carry out work for UBS.

Confidentiality

As a matter of principle all information obtained in connection with activities engaged in for UBS must be treated in **strict confidence**. This applies in particular to:

- all information concerning clients, including knowledge of whether or not someone is a client of UBS (**Banking Secrecy**);
- information about business know how of UBS, such as its organisation, operational and technical processes, infrastructure and systems (including hardware and software), products and services, information on employees and contractual relations with third parties (**Manufacturing or Business Secrecy**).

In particular, without the prior express consent of UBS it is forbidden to:

- procure information intended for others;
- make personal use of information or enable third parties to do so;
- put information at the disposal of third parties or make it available in any manner whatsoever;
- remove from the premises of UBS, in whole or in part, original business documents or copies thereof either on paper or (electronic) data

Data protection

When **processing data**, the provisions of the Data Protection Act must be adhered to. In particular, processing of personal data must be conducted in good faith and must be proportionate and consistent with the purpose for which it is acquired (Art. 4 Para 2 and 3 of the Data Protection Act).

Sanctions

Any breach of the above-mentioned obligations may lead to **imprisonment, a penalty and/or a fine**, based in particular on the following provisions: Art.161 Penal Code (insider trading), Art. 162 Penal Code (breach of manufacturing or business secrecy), Art. 137 Penal Code (misappropriation), Art. 138 Penal Code (embezzlement), Art. 139 Penal Code (theft), Art. 143 Penal Code (unauthorised procurement of data), Art. 273 Penal Code (industrial espionage), Art. 47 Banking Act (breach of banking secrecy), Art. 35, Para. 1 Data Protection Act (unauthorised disclosure of personal data which require special protection or personality profiles).

UBS reserves the right to **claim for damages under civil law** in all cases.

carriers, to misappropriate such documents in any other way or to make them available to third parties.

The **duties of confidentiality shall unrestrictedly survive** the termination of the work assignment for UBS

Place/Date

Signature

Annex C – Background Check Process

US External Staff Vetting Procedures – January 2011

The following US External Staff Vetting Procedures are a clarification of the Supplier's GFA obligations in accordance with terms and conditions of the Global Framework Agreement (GFA), including Section 4.2 between Accenture (UK) Limited ("Supplier") and UBS AG, Stamford Branch ("UBS").

For avoidance of doubt, the restated US External Staff Vetting Procedures - January 2011 (hereinafter referred to as the "Agreement") replaces and supersedes External Staff Vetting Procedure dated August 18, 2008.

Section 1:

Supplier may place proposed Staff on UBS premises in the United States only upon Supplier's satisfactory completion of the following:

1) Employment Verification – Upon Staff first being employed by the Supplier, Supplier will verify proposed Staff's employment on CV/resume/applications for a period of 5 years or for the number of years for which employment history is available, whichever is shorter. In cases where Supplier is unable to verify employment or proposed Staff was terminated "for cause," the Supplier shall not assign such Staff to perform services at UBS premises in the United States, without the prior written consent of the UBS HR Recruiting Operations team.

2) Authorization to work in the US – Supplier will ensure that the proposed staff maintains a valid US work visa. The Supplier will obtain and retain a copy of the proposed staff work visa and ensure that all reviews and extension are completed prior to expiration. . In the event that the Supplier is not able to obtain and/or verify validity of the US work visa for the proposed Staff or the proposed Staff cannot provide documentation of his/her authorization to work in the United States, proposed Staff shall be deemed to have failed this requirement.

3) Social Security – Supplier will verify the validity of the proposed Staff's Social Security Number. In the event that the Social Security Number is invalid, or the Social Security Number is associated with a death claim, Supplier shall not assign such Staff to perform services at UBS premises in the United States, without the prior written consent of the UBS HR Security team.

4) Credit History – Supplier will verify that the proposed Staff's credit history during the past 10 years (when available under the Fair Credit Reporting Act) does not contain any of the following:

- a. Unsatisfied or unpaid public records with liability amounts in excess of \$5,000.00 United States dollars.
- b. Current negative accounts (under collection) with past due amounts in excess of \$5,000.00 United States dollars.
- c. Accounts charged off as bad debt with the amount in excess of \$5,000.00 United States dollars.

Where any of the aforementioned actions referenced in 4(a)-(c) are found the Supplier will not assign such Staff to perform services at UBS premises in the United States, without the prior written consent of the UBS HR Security team.

For the avoidance of doubt Staff will not be prevented from being assigned to the perform services at UBS premises based on bankruptcy.

Where Staff are based in the US but are not US nationals, this check will be carried out to the extent possible in the country of nationality of such Staff. In any event, the check will be limited to the public domain and will include local, country and global databases.

5) Felony & Misdemeanor Records

a. Supplier will instruct its third party provider (currently HireRight) to conduct a check to verify that the proposed Staff has not been convicted, pled guilty or entered a plea of nolo contendere (“no contest”) in any domestic (i.e. state or federal) or foreign court for any (i) misdemeanor within the last 10 years, other than a minor traffic violation¹, or (ii) felony. Supplier will also instruct its third party provider to verify that the search for the proposed Staff’s Felony and Misdemeanor records includes all jurisdictions (where legally available) in which the proposed Staff has resided, worked and/or attended school during the past 10 years. The identification of such felony or misdemeanor records will result in the Supplier not assigning such Staff to perform any Services at UBS premises in the United States, without the prior written consent of the UBS HR Security team and as per applicable law.

b. Where the proposed Staff resides in the State of New York or is being proposed for assignment to a UBS office in New York, Supplier agrees to comply with the requirements of the New York Fair Credit Reporting Act with regard to criminal convictions. In such circumstances, proposed Staff may not be considered for assignment if, within the past 10 years, they have been convicted, pled guilty or entered a plea of nolo contendere for any (i) felony, (ii) misdemeanor involving: bribery; burglary – breaking and entering a dwelling with intent to commit a felony; conspiracy; counterfeiting; embezzlement – lawful possession followed by illegal conversion; extortion – blackmail; false oath/representation; false report/representation; forgery; fraudulent concealment; fraudulent conversion; larceny (money) – stealing by trespass or trick; misappropriation of funds or securities; perjury; robbery; and/or theft (money), and/or (iii) other criminal conviction, on the basis of which the proposed Staff would pose an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. Supplier will contact UBS if there is any question whether a proposed Staff’s assignment would be inappropriate because of the Staff’s conviction for a crime other than those specified in 5(b)(i) or (ii),

6) Educational Background – Upon Staff first being employed by the Supplier, Supplier will verify the degree and educational institution declared by the proposed Staff on his/her CV/resume/application of employment, after high school. If any of the following are found the Supplier shall not assign such Staff to perform services at UBS premises in the United States, without the prior written consent of the UBS HR Security team:

- a. No record of attendance found.
- b. No listing of educational institution.
- c. No degree or diploma earned where proposed Staff claimed one on application.
- d. Misrepresentation of degree or educational institution.

7) Prohibited Parties Database – Supplier will verify that proposed Staff has not been identified as a party subject to various economic sanctioned programs administered by the Office of Foreign Assets Control, such as specially designated nationals, terrorists, narcotics traffickers and blocked persons and vessels.

The Supplier shall not assign Staff to perform services at UBS premises in the United States, without the prior written consent of the UBS HR Security team where such Staff have been identified as a party subject to any program described above.

8) Regulatory Checks

¹ Examples of “minor traffic violations” include but are not limited to the following: misdemeanor convictions involving illegal parking, broken taillights, illegal u-turns, and failure to signal.

- a. FINRA BrokerCheck (www.finra.org) – Supplier will verify that BrokerCheck reflected that (i) there were no disciplinary or regulatory “events” disclosed regarding the proposed Staff and (ii) the proposed Staff was not “suspended or inactive with any regulator.”

Where the Supplier cannot verify the above requirement it shall not assign Staff to perform services at UBS premises in the United States, without the prior written consent of the UBS HR Security team.

- b. Except where proposed Staff resides or is being considered for assignment in the State of New York, Supplier must verify that the proposed Staff has answered “No” to all of the questions posed in Exhibit A hereto. A “Yes” answer to any question by proposed Staff in Exhibit A hereto shall result in the Supplier not assigning Staff to perform services at UBS premises in the United States, without the prior written consent of the UBS HR Security team.
- c. For New York State residents and/or placements, Supplier must verify that the proposed Staff has answered “No” to questions 1-10 of the questions posed in Exhibit A hereto and that, with respect to question 11, any conviction disclosed by the proposed Staff satisfies the standards outlined in section 5(b) above with regard to Felony & Misdemeanor Records. A “Yes” answer to any question by proposed Staff in questions 1-10 (excluding question 9) of Exhibit A hereto shall result in the Supplier not assigning Staff to perform services at UBS premises in the United States, without the prior written consent of the UBS HR Security team.

9) Public Company Directorships – Supplier will verify (through self-certification) that proposed Staff is not presently a member of the Board of Directors of any publicly listed company (e.g., listed on the New York or American Stock Exchange, NASDAQ). In the event that proposed Staff is presently a member of the Board of Directors of a publicly listed company, the Supplier shall not assign Staff to perform services at UBS premises in the United States, without the prior written consent of the UBS HR Security team..

10) Confidentiality Undertaking – Supplier will ensure that all Staff sign and return a copy of the “UBS Confidentiality Undertaking for Accenture Employees” form.

Section 2:

- a. For proposed Staff that meet the requirements above, Supplier will provide to UBS prior to on-boarding a copy of the signed Confirmation of Employee Screening form, presented in this document. For the avoidance of doubt, the questionnaire provided in Exhibit A should not be provided to UBS for each candidate, but must instead be retained by the Supplier.
- b. Supplier will be required to re-vet and re-verify that the proposed Staff meets the requirements No. 2, 3, 4, 5, 7, 8, and 9 herein if there has been a break in service by the proposed Staff to UBS for 30 calendar days or longer.
- c. The Supplier agrees that it shall comply with any further employee-related obligations as may be set out in the relevant schedule or task order.
- d. UBS may, on reasonable prior notice to the Supplier, review the processes and checks which the Supplier uses in the vetting of its proposed Staff and the parties will discuss any changes to the Agreement which are reasonably required by UBS in the light of such review. For the avoidance of doubt, any such changes will be agreed as a written amendment to the Agreement.

- e. Supplier covenants that for each proposed Staff it has (i) conducted each of the tasks required herein in accordance with applicable state and federal law; (ii) secured each candidate's permission to conduct each of the tasks required herein; and (iii) provided each candidate with any and all notices required by applicable state or federal law to conduct any of the tasks required herein.
- f. Not Used
- g. The Supplier will be responsible for the costs associated with the background check requirements set out in this US External Staff Vetting Procedure.
- h. Should UBS carry out (or request that a third party provider carry out) an FBI fingerprint check as detailed in Exhibit A below, UBS agrees to indemnify and hold the Supplier harmless from any claims arising out of its or its third party provider's unauthorized use or disclosure of fingerprinting results (including, without limitation, any Supplier personnel personal information that UBS or its third party provider gain access to through this proposed on boarding process) or violation of any laws (including, without limitation, data privacy laws) related thereto and UBS shall reimburse Supplier for all expenses (including counsel fees and court costs incurred by Supplier in connection with such claims. UBS will provide to the Supplier any documents requested by the Supplier to verify that the obligations set forth above have been performed by UBS.

EXHIBIT A:

CRIMINAL CHARGES AND CONVICTION INFORMATION IMPORTANT NOTES REGARDING CRIMINAL CONVICTIONS

A criminal conviction will not necessarily be a bar to assignment, but a falsification, misrepresentation and/or omission on this form or your inability to provide necessary information on a timely basis may disqualify you from assignment.

This information will be used to the extent permitted by applicable state and federal law. In certain states, candidates need not provide information regarding convictions or guilty pleas that have been sealed, erased or expunged in accordance with applicable state law. Please review the information below to determine if you are excused from disclosing a particular criminal record under the applicable state laws. Sealed, erased and expunged convictions may still appear on background checks. You should be prepared to provide verification of such expungement upon request.

Candidates for positions qualifying as “associated persons” under U.S. securities laws must satisfy federal law requirements, which may disqualify candidates based on criminal convictions that are otherwise protected from disclosure under certain state laws.

Among factors to be considered in evaluating a candidate’s record of conviction will be: the nature of the offense; the relationship between the offense and the position sought; the time that has passed since the conviction; the age of the candidate at the time of the conviction; and the candidate’s rehabilitation.

IMPORTANT INSTRUCTIONS TO CANDIDATES RESIDING OR SEEKING EMPLOYMENT IN THE FOLLOWING STATES:

California: You should answer “no” for any conviction that resulted in a referral to or participation in any pre-trial or post-trial diversion program pursuant to Labor Code § 432.7, any conviction specified in Labor Code § 432.8 (which pertains to certain marijuana offenses that are more than two years old), and any conviction that occurred when you were a minor that has been expunged or sealed by the court. You only are required to disclose pending criminal charges for which you are out on bail or your own recognizance pending trial.

Colorado: You are not required to disclose any information about arrests for civil or military disobedience unless such arrests resulted in a guilty plea or conviction.

Connecticut: You are not required to disclose the existence of any arrest, criminal charge or conviction if such records have been erased pursuant to Connecticut General Statute’s section 46b-146, 54-76o, or 54-142a. Criminal records subject to erasure pursuant to those sections are records pertaining to a finding of delinquency or that a child was a member of a family with service needs, an adjudication as a youthful offender, a criminal charge that has been dismissed or nolle, a criminal charge for which the person has been found not guilty or a conviction for which the person received an absolute pardon. Any person whose criminal records have been erased pursuant to those sections shall be deemed to have never been arrested within the meaning of the general statutes with respect to the proceedings so erased and may so swear under oath.

District of Columbia: You should limit your responses to convictions and arrests not resulting in convictions which occurred within ten (10) years prior to the date of this Non-Employee Consent to Background Check form.

Hawaii: If a conditional assignment is extended to you, your responses should be limited to convictions within the last ten (10) years (excluding periods of incarceration).

Illinois: You are not obligated to disclose the fact of an arrest that did not lead to conviction.

Massachusetts: An applicant for assignment with a sealed record on file with the commissioner of probation may answer "no record" with respect to an inquiry herein relative to prior arrests, criminal court appearances or convictions. An applicant for assignment with a sealed record on file with the commissioner of probation may answer "no record" with respect to an inquiry herein relative to prior arrests or criminal court appearances. In addition, any applicant for assignment may answer "no record" with respect to any inquiry relative to prior arrests, court appearances and adjudications in all cases of delinquency or as a child in need of services which did not result in a complaint transferred to the superior court for criminal prosecution. You may respond "no" with respect to any arrest, detention, or disposition regarding any violation of law in which no conviction resulted, and with respect to first convictions for the misdemeanor offenses of drunkenness, simple assault, speeding, minor traffic violations, affray, disturbances of the peace, and with respect to misdemeanor convictions where the date of such conviction or the end of any period of incarceration, whichever date is later, occurred five (5) or more years prior to the date of this Non-Employee Consent to Background Check form, provided you have had no subsequent convictions within those five (5) years.

Michigan: You are not required to disclose misdemeanor arrests, detentions, or dispositions that did not result in conviction.

New York: You may respond "no" with respect to any arrest or criminal accusation not currently pending against you that was followed by a termination of the criminal action or proceeding in your favor, or by a youthful offender adjudication, or by a sealed criminal record.

Rhode Island: You are not required to respond to inquiries regarding arrests or charges that did not lead to conviction.

Washington: You should limit your responses to convictions that occurred within the past ten (10) years.

PLEASE READ CAREFULLY AND SIGN BELOW

IMPORTANT: The accuracy of the information provided will be verified through a background investigation, and in some instances, a FBI fingerprint check. A falsification, misrepresentation, omission and/or your inability to provide necessary information on a timely basis may disqualify you.

For the avoidance of doubt, the questionnaire provided in Exhibit A should not be provided to UBS for each candidate, but must instead be retained by the Supplier.

UBS Securities LLC's Regulators require us to check a prospective assignee's background to verify registration and any regulatory disciplinary history on FINRA's public website (www.finra.com) prior to extending an assignment offer, even if such assignment will be with a UBS affiliate

1. (a) Have you ever been refused bonding? (Bonding is an insurance policy required of financial institutions that protects against dishonest acts of employees.)	YES	NO
(b) Do you know of any reason why you could not be bonded?	YES	NO
2. (a) Have you ever been placed on leave, expelled from, or suspended, sanctioned or otherwise disciplined by: (i) any regulatory body or any national securities exchange or association; or (ii) any employer for a compliance or client-related matter?	YES YES	NO NO
3. Have you ever received any written form of discipline by any broker dealer (Letter of Education, Letter of Reprimand, etc.) or has any broker-dealer with whom you have been associated ever reported (on a Form RE-3, in another writing, or orally) to FINRA that you violated any rule of FINRA?	YES	NO
4. Has there been a finding against you for making false statements in applications or reports made to, or in proceedings before, any self-regulatory organizations?	YES	NO
5. Has the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission or any self-regulatory organization ever:		
(a) found you to have willfully violated any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Commodity Exchange Act, or any rule or regulation under any of such Acts, or any of the rules of the Municipal Securities Rulemaking Board, or found you to have been unable to comply with any provision of such Act, rule or regulation?	YES	NO
(b) found you to have willfully aided, abetted, counseled, commanded, induced, or procured the violation by any person of any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Commodity Exchange Act, or any rule or regulation under any of such Acts, or any of the rules of the Municipal Securities Rulemaking Board?	YES	NO
(c) found you to have failed reasonably to supervise another person subject to your supervision, with a view to preventing the violation of any	YES	NO

provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Commodity Exchange Act, or any rule or regulation under any of such Acts, or any of the rules of the Municipal Securities Rulemaking Board?		
6. Have you ever been associated with any organization as a director, principal, 10% controlling stockholder, partner or officer which has been, suspended by, expelled from, denied membership in or withdrawn an application of membership in, or been enjoined by any regulatory body or any national securities exchange or association, or whose registration as a broker-dealer with the S.E.C. or any State or Federal agency has been denied, suspended or revoked?	YES	NO
7. Are you currently or within the last three years have you been the subject or target of, or party to a regulatory or compliance-related investigation, proceeding or complaint?	YES	NO
8. Have you ever been, or are you currently, in any way limited to your business activities at your current employer due to regulatory or compliance-related issues?	YES	NO
9. Have you ever been notified by an employer, an SRO, the SEC, or any other regulatory entity, that you are or were the subject of a regulatory investigation, proceeding or complaint?	YES	NO
10. (a) Have you ever been convicted of, or pled guilty or nolo contendere (no contest) to any felony charge in any judicial forum, including a military court?	YES	NO
(b) Have you ever been convicted of or plead guilty or nolo contendere (no contest) to any misdemeanor charge including, without limitation, a charge involving securities, commodities, banking, insurance or real estate, taking a false oath, perjury, burglary, larceny, theft, robbery, fraud, embezzlement, misappropriation of funds or securities, false statements or omissions, wrongful taking of property, bribery, forgery or counterfeiting extortion in any judicial forum including a military court?	YES	NO
(c) Have you ever been convicted of, or pled guilty or nolo contendere (no contest) to, any misdemeanor charge other than those listed in part 11(b) above, in any judicial forum, including a military court? In some states, traffic infractions, such as speeding, or alcohol-related offenses may be classified as misdemeanors. All misdemeanors responsive to this inquiry should be disclosed.	YES	NO

If you are unsure about whether to disclose a particular incident, you must consult with the Human Resources Department or your UBS contact.

Candidates who are being considered for a position with UBS LLC should also complete the following questions 13 and 14.

13. (a) Have you ever been charged with any felony?	YES	NO
(b) Have you ever been charged with a misdemeanor specified in 10(b) above?	YES	NO
14. Based upon activities that occurred while you exercised control over it, has an organization ever:		
(a) been convicted of, or pled guilty or nolo contendere ("no contest") to a felony in a domestic, foreign or military court?	YES	NO

(b) been charged with any felony?	YES	NO
(c) been convicted of, or pled guilty or nolo contendere ("no contest") in a domestic, foreign or military court to a misdemeanor involving investments or an investment-related business or any fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion or a conspiracy to commit any of these offenses?	YES	NO
(d) been charged with a misdemeanor for any of the reasons specified in 12(c), above?	YES	NO

If you answered "Yes" to any of the questions above, please explain below:

BUSINESS ACTIVITIES

1. Do you hold any of the following positions? NOTE: Please do not include your current primary employment.		
(a) Directorship with a publicly owned or listed company	YES	NO
(b) Chair or member of an audit or compensation committee of a commercial enterprise	YES	NO
(c) Position with an asset manager or competitor of UBS	YES	NO
(d) Position with an accountancy or audit enterprise	YES	NO
(e) Position with a company which might be a potential client of, supplier to or provider of services to UBS	YES	NO
2. Do you have any business commitments that might affect your ability to work for UBS (such as a non-competition agreement or a trade secret Agreement)?	YES	NO

If you answered "Yes" to any of the questions above, please explain:

All candidates must sign below confirming the accuracy of the information on this Consent Form:

Signature

Date

EXHIBIT B

CONFIRMATION OF EMPLOYEE SCREENING

Date of Assignment: ____/____/____
Month Day
Year

Please answer each question fully and print clearly.

Supplier: _____ Business Telephone: (____) _____

Assignee: _____ Assigned Position: _____

Last 4
digits of
Social
Security #
or
National
ID: _____ / _____ / _____

Month of Birth (please circle) January February March April May June July August September
October November December

Day of Birth (please circle) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
25 26 27 28 29 30 31

☐

1. EMPLOYMENT VERIFICATION

Upon Staff first being employed by the Supplier, Supplier will verify proposed Staffs' employment on CV/resume/applications for a period of 5 years or for the number of years for which employment history is available, whichever is shorter.

☐

2. AUTHORIZATION TO WORK IN THE US VERIFICATION

Supplier will ensure that the proposed staff maintains a valid US work visa for _____ the proposed Staff.

☐

3. SOCIAL SECURITY VERIFICATION

Supplier will verify the validity of the proposed Staff's Social Security Number.

☐

4. CREDIT HISTORY VERIFICATION

Supplier will verify that the proposed Staff's credit history during the past 10 years (when available under the Fair Credit Reporting Act) does not contain any of the following:

- a. Unsatisfied or unpaid public records with liability amounts in excess of \$5,000.00 United States dollars.
- b. Current negative accounts (under collection) with past due amounts in excess of \$5,000.00 United States dollars.
- c. Accounts charged off as bad debt with the amount in excess of \$5,000.00 United States dollars.

☐ **5. FELONY AND MISDEMEANOR RECORDS VERIFICATION**

Supplier will instruct its third party provider (currently HireRight) to conduct a check to verify that the proposed Staff has not been convicted, pled guilty or entered a plea of nolo contendere (“no contest”) in any domestic (i.e. state or federal) or foreign court for any (i) misdemeanor within the last 10 years, other than a minor traffic violation², or (ii) felony. Supplier will also instruct its third party provider to verify that the search for the proposed Staff’s Felony and Misdemeanor records includes all jurisdictions in which the proposed Staff has resided, worked and/or attended school during the past 10 years.

☐ **6. EDUCATION VERIFICATION**

Upon Staff first being employed by the Supplier, Supplier will verify the degree and educational institution declared by the proposed Staff on his/her CV/resume/application of employment, after high school.

☐ **7. PROHIBITED PARTIES DATABASE VERIFICATION**

Supplier will verify that proposed Staff has not been identified as a party subject to various economic sanctioned programs administered by the Office of Foreign Assets Control, such as specially designated nationals, terrorists, narcotics traffickers and blocked persons and vessels.

☐ **8. REGULATORY CHECKS VERIFICATION**

FINRA BrokerCheck (www.finra.org) – Supplier will verify that BrokerCheck reflected that (i) there were no disciplinary or regulatory “events” disclosed regarding the proposed Staff and (ii) the proposed Staff was not “suspended or inactive with any regulator.”

☐ **9. PUBLIC COMPANY DIRECTORSHIPS**

Supplier will verify (through self-certification) that proposed Staff is not presently a member of the Board of Directors of any publicly listed company (e.g., listed on the New York or American Stock Exchange, NASDAQ).

☐ **10. CONFIDENTIALITY UNDERTAKING VERIFICATION**

Supplier will ensure that all Staff sign and return a copy of the “UBS Confidentiality Undertaking for Accenture Employees” form.

² Examples of “minor traffic violations” include but are not limited to the following: misdemeanor convictions involving illegal parking, broken taillights, illegal u-turns, and failure to signal.

I certify that the information provided by me on the Confirmation of Employee Screening checklist is accurate.

I hereby authorize UBS to use this information, which I have provided, to grant building access to our employee on the basis that he/she has undergone a background investigation meeting the criteria set forth by UBS.

Any false or misleading statements or omissions on the Confirmation of Employee Screening checklist will be sufficient cause to justify refusal of assignment or, if our employee is hereinafter assigned at UBS, immediate termination of assignment. I have read this statement in its entirety and understand its contents.

Signature of Supplier Agent

Print Name

Date

EXHIBIT D

UBS Background Investigation Consent

I understand that my signature below constitutes my voluntary agreement to undergo a fingerprinting in conjunction with UBS' ("Client") background investigation ("Program") and in connection with my assignment to Client. Client's agent will conduct fingerprinting and may procure an investigative consumer report, background check, and FBI report for security clearance purposes at Client. I understand that failure to meet testing requirements may result in my inability to be assigned to the Client's engagement.

I further understand that the results of fingerprinting will be reported to Client and that Client has the right to review the results of the background check as part of an audit to confirm Accenture's compliance with Client's security requirements. The results of my background investigation, where undertaken will contain sensitive personal data such as details of my criminal record, and I consent to Client's and Accenture's use and processing of such sensitive personal data and to Client's review of such sensitive personal data.

Additionally, I understand that this release does not alter the nature of my employment relationship with Accenture, which remains "at-will," meaning it is terminable at any time, for any reason or no reason, by either Accenture or me, (including Accenture's right in its discretion to terminate my employment based upon the background investigation results or its inability to reassign me to another available position) and that Accenture may change the terms of my employment, including but not limited to work hours, work schedules and location of work, at any time at its discretion, with or without cause or notice. I agree to release and hold harmless Accenture, its partners, employees and agents from any liability whatsoever, and covenant not to sue or permit others to sue Accenture, its partners, employees or agents for any claim, on account of, or arising from, the request for me to participate in Client's Program or the use of or disclosure of the results of the investigation.

Name (please print)_____

Signature_____

Date:_____

Office Location:_____

Personnel #:_____

EACH INTENDING TO BE BOUND TO THE OTHER, Accenture and Company have caused this Project Exhibit to the Agreement to be executed by their duly authorized representatives as of the date first above written.

Agreed and accepted:

CyberSearch



Christopher Donovan (Feb 8, 2016)

Signature

Christopher Donovan

Printed Name

Vice President

Title

Feb 8, 2016

Date of Signature

ACCENTURE LLP



Brian Fink (Feb 10, 2016)

Signature

Brian Fink

Printed Name

Managing Director

Title

Feb 10, 2016

Date of Signature



USB - CyberSearch - Ex C

Adobe Document Cloud Document
History

2/10/16

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