



UBS Income Goals

Three Series of UBS Income Goals to be issued pursuant to this Term Sheet and a Master Product Disclosure Statement dated 27 June 2016

Banks-2 Series linked to 4 Australian banks

Icons-2 Series linked to leaders in the financial services, resources, telecommunication and retail sectors

Resources-2 Series linked to 4 Australian resources shares

Issued by UBS Investments Australia Pty Limited ABN 79 002 585 677
Arranged by UBS Securities Australia Limited ABN 62 008 586 481, AFSL 231098

Term Sheet Number UBSIG-2 dated 14 February 2017

This Term Sheet and the UBS Goals Master PDS dated 27 June 2016 together make up the Product Disclosure Statement for the UBS Income Goals Series listed above

Key Dates¹

Initial Offer Period Open:	14 February 2017
Initial Offer Period Close:	5pm (Sydney time) 27 February 2017
Applications Open Date*:	14 February 2017
Issue Date ² :	28 February 2017
Payment Date ³ :	27 February 2017
Strike Date:	28 February 2017
Periodic Payment Determination Dates:	31 May 2017 31 August 2017 30 November 2017 28 February 2018 or if any such day is not a Trading Day, then the following Trading Day.
Periodic Payment Dates:	5 Business Days after each Periodic Payment Determination Date.
Call Dates:	Not applicable
Final Maturity Date:	28 February 2018
First Weekly Pricing Date:	1 March 2017
General Offer Period Open:	1 March 2017
General Offer Period Close:	5pm (Sydney time) 27 February 2018

* Applications will only be processed **on or after** the Applications Open Date.

¹ The Key Dates are indicative only. The Issuer may, in its absolute discretion, extend or shorten the offer period without prior notice. If this happens, the Issue Date, Payment Date, Strike Date, General Offer Period Open, General Offer Period Close, Final Maturity Date, Periodic Payment Determination Dates (if applicable), Periodic Payment Dates (if applicable), Call Dates (if applicable) and any other relevant dates may vary accordingly. If the Issuer extends or shortens the offer period it may post a notice on its website informing Applicants of the changes at: www.ubs.com/equitysolutions or <http://investments-au.ubs.com/ubsincomegoals>

² This is the Issue Date for Applications accepted during the Initial Offer Period. The Issue Date for Applications accepted in the General Offer Period will be confirmed in the Investor's Confirmation Notice. Units in a Series will only be issued if the Periodic Payment Amount as determined on the Strike Date is greater than or equal to the Minimum Periodic Payment Amount applicable for that Series. If the Periodic Payment Amount is not greater than or equal to the Minimum Periodic Payment Amount for that Series, the Units in that Series will not be issued and the Issuer will return the application monies to applicants without interest within five Business Days after the Strike Date.

³ This is the Payment Date for Applications lodged during the Initial Offer Period. The Payment Date for Applications lodged after the Initial Offer Period is as advised by the Issuer.

This Term Sheet supplements the UBS Goals Master Product Disclosure Statement dated 27 June 2016 ("Master PDS") issued by UBS Investments Australia Pty Limited ("Issuer") in respect of the UBS Income Goals Series to which this Term Sheet applies. This Term Sheet together with the Master PDS constitutes the Product Disclosure Statement ("PDS") for the offer of the Series of UBS Income Goals described below. You should read both the Master PDS and this Term Sheet (and any relevant supplementary disclosure statement) before making a decision to invest. Words defined in the Master PDS have the same meaning in this Term Sheet. Units are not units in a managed investment scheme.

This Term Sheet relates to the offer of UBS Income Goals with the specifications set out in the following table:

Issuer:	UBS Investments Australia Pty Limited (ABN 79 002 585 677) ("UBSIA")																	
Arranger:	UBS Securities Australia Limited (ABN 62 008 586 481) ("UBSSA")																	
Guarantor:	UBS AG																	
Series:	<table border="1"> <thead> <tr> <th>Banks-2 Series</th> <th>Icons-2 Series</th> <th>Resources-2 Series</th> </tr> </thead> <tbody> <tr> <td>ANZ</td> <td>AMP</td> <td>BHP</td> </tr> <tr> <td>CBA</td> <td>BHP</td> <td>RIO</td> </tr> <tr> <td>NAB</td> <td>TLS</td> <td>WPL</td> </tr> <tr> <td>WBC</td> <td>WOW</td> <td>NCM</td> </tr> </tbody> </table>	Banks-2 Series	Icons-2 Series	Resources-2 Series	ANZ	AMP	BHP	CBA	BHP	RIO	NAB	TLS	WPL	WBC	WOW	NCM	See below for more information on each Reference Asset.	
Banks-2 Series	Icons-2 Series	Resources-2 Series																
ANZ	AMP	BHP																
CBA	BHP	RIO																
NAB	TLS	WPL																
WBC	WOW	NCM																
Final Maturity Date:	28 February 2018																	
Purchase Price:	<p>During the Initial Offer Period: AUD 0.995 per Unit for all Series.</p> <p>During the General Offer Period: An amount determined by the Issuer in its absolute discretion as the price at which you can acquire a Unit in a Series at a particular point in time.</p> <p>The Purchase Price does not include any Adviser Group Fee.</p>																	
Total Payment Amount:	An amount nominated by you in your Application Form that you must pay to the Issuer. The Total Payment Amount must be no less than the Minimum Total Payment Amount.																	
Minimum Total Payment Amount:	For all Series: AUD 20,000 and in multiples of AUD 1,000 above that amount.																	
Total Investment Amount:	<p>Total Payment Amount less any Adviser Group Fee you agree to pay to your Approved Adviser Group.</p> <p>This is the same as the Purchase Price per Unit x number of Units purchased.</p>																	
Number of Units Purchased:	A number of Units equal to your Total Investment Amount divided by the Purchase Price per Unit (rounded down to the nearest whole Unit).																	
Reference Assets:	<ul style="list-style-type: none"> In respect of the Banks-2 Series, one fully paid ordinary share (each a Reference Asset) in each of the following companies: 																	

Australia & New Zealand Banking Group Ltd (Bloomberg Code: ANZ AT)

Australia and New Zealand Banking Group Limited (ANZ) provides a range of banking and financial products and services to retail, small business, corporate and institutional clients. ANZ operates in Australia, New Zealand, Asia Pacific region, the United Kingdom and the United States. ANZ main business divisions consist of Retail, Corporate and Commercial Banking, Global Wealth and International and Institutional Banking Division. For more information, go to www.anz.com

Commonwealth Bank of Australia (Bloomberg Code: CBA AT)

Commonwealth Bank of Australia (CBA) is an Australian retail bank. Its core business is the provision of a broad range of banking and financial products and services to retail, small business, corporate and institutional clients. CBA conducts its operations primarily in Australia, New Zealand and Asia Pacific region. It also operates in several countries including United Kingdom and USA. For more information, go to www.commbank.com.au

National Australia Bank Limited (Bloomberg Code: NAB AT)

National Australia Bank Limited (NAB) is a financial services group that provides a comprehensive and integrated range of banking and financial services including wealth management throughout Australia, New Zealand, Asia, United Kingdom and USA. For more information, go to www.nabgroup.com

Westpac Banking Corporation (Bloomberg Code: WBC AT)

Westpac Banking Corporation (WBC) is Australia's oldest banking and financial services group, with branches and operations throughout Australia, New Zealand and the near Pacific region as well as offices in key financial centres around the world including London, New York, Hong Kong and Singapore. The Group is organised in the following 5 Key Divisions: Consumer Bank, Commercial and Business Bank, BT Financial Group, Westpac Institutional Bank and Westpac New Zealand. It serves nearly 13 million customers. For more information, go to www.westpac.com.au

- In respect of the **Icons-2** Series, one fully paid ordinary share (each a Reference Asset) in each of the following companies:

AMP Limited (Bloomberg code: AMP AT)

AMP Limited (AMP) is Australia and New Zealand's independent wealth management company, with an international investment management business and a retail banking business in Australia. It serves customers in Australia, New Zealand, Asia, Europe, the Middle East and North America. AMP's business consists of Australian wealth management, AMP Capital, Australian wealth protection, AMP Bank, New Zealand financial services and Australian life insurance. For more information, go to www.amp.com.au

BHP Billiton Limited (Bloomberg code: BHP AT)

BHP Billiton Limited (BHP) is a diversified natural resources company producing commodities along with substantial interests in oil and gas. BHP's principal business lines are mineral exploration and production, as well as petroleum exploration, production and refining. BHP's assets, operations and interests are separated into four business units, Petroleum and Potash, Copper, Iron ore, and Coal. For more information, go to www.bhpbilliton.com

Telstra Corporation Limited (Bloomberg code: TLS AT)

Telstra Corporation Limited (TLS) is a provider of telecommunications and information products and services through its Australian offshore operations. TLS has a range of businesses namely fixed broadband, mobile, data and IP, network application and services, digital media and international. For more information, go to www.telstra.com.au

Woolworths Limited (Bloomberg code: WOW AT)

Woolworths (WOW) is a retailer with primary activities in supermarkets. WOW's other operations include Big W discount department stores, petrol through the Woolworths / Caltex alliance and hotels. For more information, go to www.woolworths.com.au

- In respect of the **Resources-2** Series, one fully paid ordinary share (each a Reference Asset) in each of the following companies:

BHP Billiton Limited (Bloomberg code: BHP AT)

BHP Billiton Limited (BHP) is a diversified natural resources company producing commodities along with substantial interests in oil and gas. BHP's principal business lines are mineral exploration and production, as well as petroleum exploration, production and refining. BHP's assets, operations and interests are separated into four business units, Petroleum and Potash, Copper, Iron ore, and Coal. For more information, go to www.bhpbilliton.com

Rio Tinto Limited (Bloomberg code: RIO AT)

Rio Tinto Limited (RIO) is engaged in minerals and metals exploration, development, production and processing. The Company's Portfolio of assets is condensed into four product groups: Aluminium, Copper & Coal, Diamonds & Minerals and Iron Ore. For more information, go to www.riotinto.com

Woodside Petroleum Limited (Bloomberg code: WPL AT)

Woodside Petroleum Limited (WPL) is an Australian oil and gas company involved in hydrocarbon exploration, evaluation, development, production and marketing. WPL also has a portfolio of offshore platforms, oil floating production storage and off-loading vessels. WPL holds operating assets in Australian and other countries. For more information, go to www.woodside.com.au

Newcrest Mining Limited (Bloomberg code: NCM AT)

Newcrest Mining Limited (NCM) is a gold producer with its portfolio located in Australia, the Pacific region, Asia and Africa. NCM has interests in six production provinces in four countries and a portfolio of brown and greenfield exploration projects. For more information, go to www.newcrest.com.au

Relevant Exchanges: Australian Securities Exchange ("ASX")

Kick-In Level: In respect of each Reference Asset, a price or level determined by the Issuer to equal **70%** of the Starting Level for that Reference Asset.

Kick-In Event: A Kick-In Event occurs if, on any Observation Date, the Closing Level of any Reference Asset is at or below the Kick-In Level for that Reference Asset.

As the Final Maturity Date is the only Observation Date for these Series, if a Kick-In Event occurs on the Final Maturity Date the Final Value per Unit will be **AUD 0.70** or lower, reflecting the negative Performance of the Lowest Performing Reference Asset at Maturity (see "Final Value" below for the formulae used to calculate the Final Value per Unit).

Observation Date(s): The Final Maturity Date

Starting Level: The Closing Level of the relevant Reference Asset on the Strike Date

Closing Level: The official closing price or level of the relevant Reference Asset at the close of trading on the Relevant Exchange

Periodic Payment: Applicable to Series Banks-2, Icons-2 and Resources-2.

A Periodic Payment will be payable on each Periodic Payment Date unless an Early Maturity Event has occurred **prior to** the corresponding Periodic Payment Determination Date.

If a Kick-In Event occurs **on** a Periodic Payment Determination Date, then the Periodic Payment in respect of that Periodic Payment Determination Date is still payable.

The amount payable in respect of the Investor's Units will be calculated in accordance with the following formula:

Total Periodic Payment = Periodic Payment Amount x number of Units held

Periodic Payment Amount: A fixed amount set by the Issuer on the Strike Date. The issue of a Series will not proceed if the Periodic Payment Amount is not greater than or equal to the Minimum Periodic Payment Amount for that Series. The Issuer will publish a website notice after the Strike Date to notify investors of the Periodic Payment Amounts determined on Strike Date.

Please refer to page 5 of the Master PDS for a list of factors that the Issuer will take into account when determining the Periodic Payment Amount on the Strike Date.

As an indication, if the product had been issued at the date of this Term Sheet, the Periodic Payment Amount per Unit for each Series would have been:

Banks-2: A\$0.0100 (equivalent to \$0.04 over a 12 month term)
Icons-2: A\$0.02150 (equivalent to \$0.086 over a 12 month term)
Resources-2: A\$0.03175 (equivalent to \$0.127 over a 12 month term)

Minimum Periodic Payment Amount: The Minimum Periodic Payment Amounts per Unit for each Series are:
Banks-2: A\$0.00875 (equivalent to \$0.035 over a 12 month term)
Icons-2: A\$0.02 (equivalent to \$0.08 over a 12 month term)
Resources-2: A\$0.03 (equivalent to \$0.12 over a 12 month term)

If the Periodic Payment Amount per Unit is not greater than or equal to the Minimum Periodic Payment Amount for that Series, the Units in that Series will not be issued and the Issuer will return the application monies to Applicants without interest within five Business Days after the Strike Date.

Final Maturity Return Amount: Not applicable

Final Value: For each Series, assuming Early Maturity has not occurred:

(a) If a Kick-In Event has not occurred:

Final Value per Unit = \$1.00

(b) If a Kick-In Event has occurred because the Closing Level of the Lowest Performing Reference Asset on the Final Maturity Date is at or below its Starting Level:

Final Value per Unit = \$1.00 x Closing Level (w) ÷ Starting Level (w)

where Starting Level (w) is the Starting Level of the Lowest Performing Reference Asset and Closing Level (w) is the Closing Level of the Lowest Performing Reference Asset on the Final Maturity Date.

Lowest Performing Reference Asset: The Lowest Performing Reference Asset will be the Reference Asset that gives the smallest positive or the largest negative value from the following calculation:

$$\frac{\text{Closing Level for Reference Asset on Final Maturity Date} - \text{Starting Level for Reference Asset}}{\text{Starting Level for Reference Asset}}$$

Delivery at Maturity: Units are physically settled. The aggregate Final Value of Units held at Maturity will be delivered following Maturity in the form of a Delivery Parcel composed of the Delivery Assets.

- Delivery Asset:
- In respect of the **Banks-2** Series, one fully paid ordinary share in Telstra Limited (Bloomberg code: **TLS AT**).
 - In respect of the **Icons-2** Series, one fully paid ordinary share in Westpac Banking Corporation (Bloomberg code: **WBC AT**).
 - In respect of the **Resources-2** Series, one fully paid ordinary share in AMP Limited (Bloomberg code: **AMP AT**).

Brief descriptions of these assets are set out above under "Reference Assets".

Note: In certain circumstances the Delivery Asset can be substituted by the Issuer. Please see page 38 of the Master PDS for further information.

Delivery Parcel: The Delivery Parcel is the number of Delivery Assets to be delivered by the Issuer to you on the Settlement Date as determined by the following formula:

(a) following the Final Maturity Date:

(Final Value per Unit x number of Units held) – Applicable Costs & Taxes

Average Price for the Delivery Assets

or

(b) following an Early Maturity Event:

(Early Maturity Value per Unit x number of Units held) – Applicable Costs & Taxes

Average Price for the Delivery Assets

Adviser Group Fee: The fee, expressed as a percentage of your Total Payment Amount, specified in your Application Form, up to a maximum of 1.00% (inclusive of GST) of the Total Payment Amount.

Where permitted by law and where specifically authorised by you in your Application Form, the Issuer may collect from you an Adviser Group Fee ranging from 0% to 1.00% of the Total Payment Amount (inclusive of GST) and pay it to the Approved Adviser Group specified in your Application Form, on your behalf.

Where authorised by you, the Approved Adviser Group may then hold the amount in respect of the Adviser Group Fee on trust and pay to your Financial Adviser all or part of that amount, as disclosed to you by your Financial Adviser in the statement of advice or financial services guide relevant to the financial services they provide to you in respect of the Units or as otherwise disclosed to you by your Financial Adviser.

No Listing: UBS Income Goals will not be listed or displayed on any securities exchange.

Registrar: Link Market Services Limited

Market Data Codes: Banks-2: UBSIGBANK2.IF
Icons-2: UBSIGICON2.IF
Resources-2: UBSIGRESS2.IF

Denomination: Australian dollars

Risk Factors: See Section 7—“Risk Factors” on page 39 of the Master PDS for risks related to an investment in the Units.

In addition to those risk factors, please note the following:

Reference asset risk – performance of the Reference Assets that operate in the resources sector, namely BHP Limited, Rio Tinto Limited, Woodside Petroleum

Limited and Newcrest Mining Limited will be influenced by changes in commodities and resource prices as well as factors that impact equity markets. Commodity and resource prices are in turn influenced by multiple other factors, including global supply and demand for those commodities and resources.

Tax Risk – depending on the investor's tax profile and specific circumstances, including but not limited to the investor's actions and objectives, and the risk profile of the Units at the time of purchase, the gain/loss made from this investment could be on revenue account and not capital account. Investors should also note that if they hold this investment on capital account, the CGT discount concession would not be available because the holding period of the Units would be less than 12 months. Investors should obtain their own tax advice as to the tax consequences of this investment.

Definitions:

A new definition is added to the Glossary in Section 13 of the Master PDS as follows:

"Application Pack" means the section titled "Application Pack" attached to or accompanying this Term Sheet, which comprises investor and financial adviser acknowledgements, representations and consent, the Application Forms for UBS Income Goals and instructions for completing those Application Forms.

The definition of "Application Form" in the Glossary in Section 13 of the Master PDS is deleted in its entirety and replaced with:

"Application Form" means a Unit Purchase Form or an Investor Application Form attached to or accompanying the Term Sheet for the relevant Series.

Contact Details

For more information on UBS Income Goals please contact your Financial Adviser or the Issuer on 1800 633 100.

IMPORTANT INFORMATION

The information in this Term Sheet is general information only and does not take into account your investment objectives, financial situation or particular needs. Nothing in the Master PDS or this Term Sheet is a recommendation by UBSIA or any of its Affiliates in relation to the UBS Income Goals, the Delivery Assets, any Reference Assets or the securities or components that make up the Reference Assets. You should reach an investment decision only after carefully considering, with your financial and taxation advisers, the suitability of the UBS Income Goals in light of your particular financial, legal and taxation circumstances, objectives and needs.

The Issuer and its Affiliates do not accept any liability or responsibility for, and makes no representation or warranty, whether express or implied, as to the future performance of the Delivery Assets or Reference Assets or as to the future performance of assets, dividends or other distributions paid in respect of the Delivery Assets in this Term Sheet, the Master PDS or in any offer or invitation to purchase, sell or issue Units. You should not take the historical prices of any Reference Asset or Delivery Asset as an indication of future performance.

The Issuer is a wholly owned subsidiary of UBS AG. UBS Group AG is the ultimate holding company of the Issuer. The obligations of the Issuer to pay sums and to deliver amounts and assets (including the Delivery Parcel) in respect of the Units are guaranteed by the Guarantor subject to certain qualifications—see Section 9 of the Master PDS for further details on the Guarantee. The Issuer is not an Authorised Deposit-Taking Institution under the Banking Act 1959 (Cth). The obligations of the Issuer under the Units and the Guarantor under the Guarantee do not represent deposit obligations of the Issuer or the Guarantor and will not be covered by the depositor protection provisions set out in Division 2 of the Banking Act 1959 (Cth), as these provisions do not apply to the Issuer or the Guarantor.

UBS disclosure of interests

The Issuer and its Affiliates may conduct transactions as principal or agent in various securities including the Delivery Asset and the Reference Assets or the securities or components that make up the Reference Assets. These trading activities may affect (positively or negatively) the value or liquidity of the Delivery Asset, the Reference Assets or the securities or components that make up the Reference Assets, and may therefore affect the return you receive on Units.

The Issuer has powers to make adjustments to the Terms of the Units, including the termination of the Units pursuant to an Early Maturity Event, which may or may not depend on the Issuer's determination as to whether it would incur a materially increased cost to maintain or unwind its hedge positions or is unable to maintain or unwind its hedging positions. As these powers and determinations by the Issuer may affect the values of the Units, a conflict of interest may arise if the Issuer needs to make such determinations.

Reference Assets

References in this Term Sheet to the issuer of a Reference Asset, securities that comprise a Reference Asset or a Delivery Asset are included for the purpose of identification of the Reference Assets or Delivery Assets and these references are not express or implied endorsements by of the issuer or any related entities of a Reference Asset, securities that comprise a Reference Asset or a Delivery Asset. No member of the issuer of a Reference Asset, securities that comprise a Reference Asset or a Delivery Asset has had any involvement in the preparation of any part of the PDS, accepts responsibility for any statement in the PDS, or has been involved in or consented to, the issue of the PDS.

DIRECTORY

Issuer

UBS Investments Australia Pty Limited
Level 16, Chifley Tower
2 Chifley Square
Sydney NSW 2000
www.ubs.com/equitysolutions
<http://investments-au.ubs.com/ubsincomegoals>
☎ 1800 633 100

Arranger

UBS Securities Australia Limited
Level 16, Chifley Tower
2 Chifley Square
Sydney NSW 2000

Guarantor

UBS AG
C/O General Counsel
UBS AG, Australia Branch
Level 16, Chifley Tower
2 Chifley Square
Sydney NSW 2000

Registrar

Link Market Services Limited
PO Box 3721
Rhodes NSW 2138

UBS Income Goals – Application Pack

There are two parts to this Application Pack:

- (1) for investors who are existing investors UBS Products in Australia who have a **UBS Australia Investor Reference Number**, please complete and return the **Unit Purchase Form (page 7)** of this Application Pack); and
- (2) for investors who do **not** have a UBS Australia Investor Reference Number, please complete and return the **Investor Application Form (page 12)** of this Application Pack).

The Unit Purchase Form and Investor Application Form are each an "Application Form" for the purposes of the PDS for UBS Income Goals, in respect of the Series of UBS Income Goals that you apply for using that Application Form.

Capitalised terms used in this Application Pack and in the Application Forms have the meanings given to them in the PDS for the UBS Income Goals that you are applying for.

IMPORTANT INFORMATION – PLEASE READ BEFORE YOU SIGN AN APPLICATION FORM

You acknowledge that by signing and returning a Unit Purchase Form or an Investor Application Form, you agree to be bound by the terms of issue of the UBS Income Goals that you are applying for, as set out in the Term Sheet for the relevant Series of UBS Income Goals, the UBS Goals Master Product Disclosure Statement dated 27 June 2016 and any supplementary PDS issued for the Units. Furthermore, you agree to give the following acknowledgements, representations and consent:

INVESTOR ACKNOWLEDGEMENTS, REPRESENTATIONS AND CONSENT

General

1. I/we irrevocably appoint for valuable consideration the Issuer, its related bodies corporate, its attorneys and its nominees and each of their respective employees whose title includes the word "director" jointly, and each of them severally as my/our true and lawful agent to do:
 - (a) all acts and things that I am / we are obliged to do under the Terms or any other agreement or arrangements between me/us and the Issuer relating to the Units (including arranging physical delivery of the Delivery Assets or acting in accordance with the Agency Sale Arrangement);
 - (b) everything necessary or expedient to bind me/us to the Terms, complete any blanks in the Terms and date and execute the Terms and any other documents necessary to effect the sale and purchase of Units on my/our behalf;
 - (c) anything which, in the opinion of the Issuer, is necessary or desirable in connection with the Delivery Assets or the protection of the Issuer's interests or the exercise of the rights, powers and remedies of the Issuer, including without limitation the authorised to sell the Delivery Assets on my/our behalf in accordance with clause 5.4(b) of the Terms;
 - (d) anything incidental or necessary in relation to the above (including, but not limited to, completing any blanks in the Application Form and appointing any person as sub-attorney to do any of the above).
2. I/We indemnify the agent against all claims, losses, damages and expenses suffered or incurred as a result of anything done in accordance with the above agency appointment.
3. I/We have read and understood, and agree to accept the Units on the Terms relevant to my/our Units. In particular, I/we:

- (a) acknowledge that by signing the Application Form and arranging for the Approved Adviser Group to lodge it with the Issuer:
 - (i) the Approved Adviser Group, as my/our agent, will forward the Application Form to the Issuer for the number of Units applied for in the Application Form; and
 - (ii) the Issuer may, in its absolute discretion, accept or reject my/our Application and may allocate a lower number of Units than I/we applied for;
 - (b) acknowledge that I/we received a complete copy/print-out of the PDS (including the UBS Goals Master PDS and the Term Sheet for the relevant Series) accompanied by the Application Form before I/we completed the Application Form;
 - (c) acknowledge that I/we cannot withdraw my/our Application Form except as permitted by law;
 - (d) agree to be bound by the Terms set out in the PDS;
 - (e) acknowledge that neither the Issuer nor any of its related entities have provided any tax advice or otherwise made any representations regarding the tax consequences of an Application for or an investment in Units;
 - (f) acknowledge that to the extent I/we deem appropriate, I/we have or will obtain my/our own financial, legal and taxation advice from an independent professional adviser; and
 - (g) waive and agree not to assert any claim against the Issuer or any of its related entities with respect to the tax aspects of this investment in Units.
4. Where bank account details have not been provided to enable direct credit of funds to my/our account, I/we acknowledge that I/we will receive any cash payments by cheque. I/we acknowledge that the Issuer may impose a charge reflecting the cost of processing cheque payments, provided the Issuer gives prior notice to me/us of its intention to impose such a charge. Neither the Issuer nor the Registrar will be responsible for any delays in crediting funds to my/our nominated account as a result of transaction procedures or errors by any financial institution.
 5. I/We agree to accept the issue of the Units specified above subject to the same conditions.
 6. I am/we are not bankrupt or insolvent (as the case may be) and am/are able to pay my/our debts as and when they become due and that no step has been taken to make me/us bankrupt or commence winding up proceedings, appoint a controller or administrator, seize or take possession of any of my/our assets or make an arrangement, compromise or composition with any of my/our creditors.
 7. I/we have read and understood the PDS and the Terms and make all the representations and warranties contained in clause 12 of the Terms.
 8. I/we declare that:
 - (a) I/we received the PDS in Australia and am/are made this offer in Australia;
 - (b) if signing as an attorney, the power of attorney authorises the signing of the Application Form and no notice of revocation has been received;
 - (c) I/we am/are not minor(s) and do not suffer from any other legal disability preventing the execution of the Application Form;
 - (d) if signing in a capacity other than a personal capacity, in addition to being bound in that other capacity, I/we agree to be bound in an unlimited personal capacity,
 - (e) in the case of joint applicants, we agree to be jointly and severally bound; and
 - (f) I/we have full legal capacity to complete and lodge the Application Form and have taken all action that is necessary to authorise this Application and be bound by the Terms of this offer.
 9. If I am / we are acting as trustee in relation to the holding of the Units (including acting as trustee for a superannuation fund):
 - (a) I am /we are acting in accordance with my/our designated powers and authority under the trust deed. In the case of superannuation funds (if applicable) I/we also confirm that the funds are complying funds under the *Superannuation Industry (Supervision) Act 1993* (Cth);

- (b) I/we declare that I am / we are familiar with the documents constituting the trust (the **Trust Documents**) (and as amended, if applicable) purporting to establish, and relating to, the Trust and hereby declare and confirm that:
- (i) the trust and the Trust Documents have been validly constituted and are subsisting at the date of this declaration;
 - (ii) I am/we are empowered and authorised by the terms of the Trust Documents examined by me/us to enter into and bind the trust to the transactions contemplated by the Terms and the PDS;
 - (iii) it is proper for me/us to apply for Units and to do everything that the PDS contemplates that I/we will do
 - (iv) the transactions contemplated by the Terms and the PDS do or will benefit the beneficiaries of the trust; and
 - (v) I/we have all the power, authority and discretion vested as trustee to apply for and hold the Units.
10. I/we will not offer, sell, re-sell or deliver, directly or indirectly, any Units so purchased in any overseas jurisdiction or to any foreign persons, or for the account or benefit of any such foreign person, or to others for the offering, sale or re-sale or delivery in any overseas jurisdiction or to any such foreign persons where that offer, sale, resale or delivery would be in breach of any Australian or foreign law.
11. I/we acknowledge that the Units are not a deposit obligation of the Issuer and are subject to investment risks, including the possible loss of the Total Investment Amount invested, in the event of Early Maturity or Issuer Buy-Back.
12. By signing the Application Form, I/we:
- (a) agree to receive Financial Services Guides and supplementary Financial Services Guides from UBS Securities Australia Limited by having them made available via www.ubs.com/equitysolutions or <http://investments-au.ubs.com/ubsincomegoals> or such other internet website notified to me/us and represent and warrant that I/we have received in printable form and read and understood the Financial Services Guide of the Issuer prior to signing the Application Form;
 - (b) represent that I/we have not relied in any way whatsoever on any statements made by, or purported to be made by, the Issuer or their related entities or any of their respective servants, agents, employees or representatives in relation to this investment, other than as set out in the PDS and acknowledge that the Issuer has not made, and the PDS does not contain, any representations to me/us with regard to the suitability or appropriateness of this investment in Units, given my/our investment objectives, financial situation or particular needs or the tax consequences of making this investment in Units;
 - (c) acknowledge that neither the Issuer nor its related bodies corporate, Affiliates, associates or officers:
 - (i) guarantees the performance of the Units;
 - (ii) guarantees that the Units will achieve a particular rate of return; or
 - (iii) guarantees the repayment of capital from an investment in the Units;
 - (d) understand that nothing in the PDS or Application Form can be considered investment advice or a recommendation to invest in Units;
 - (e) acknowledge that application monies will only be accepted and any payments by the Issuer will only be paid in the Denomination for the relevant Series;
 - (f) acknowledge that an investment in Units is subject to investment risk and agree that those risks are appropriate for a person in my/our circumstances and with my/our investment objectives.
 - (g) represent and warrant that I am/we are not prohibited by law from being given the PDS and any replacement or supplementary document or making an Application;
 - (h) have read the Terms of the PDS and note the obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (AML/CTF Act) and Rules as summarised below;
 - (i) agree to give further information or personal details to us if required to allow us to meet our obligations under anti-money laundering, counter-terrorism financing and taxation legislation;
 - (j) declare that I am/we are not commonly known by any other names to those disclosed in the Application Form, unless I have disclosed otherwise to the Issuer and the Issuer;

- (k) declare that any document or information to be used for the purposes of this Application (whether or not provided on or with the Application Form) is complete and correct, is not misleading and I/we have not withheld any relevant information;
- (l) declare that the amount nominated by me in the Application Form as the Total Payment Amount is an amount that I have not borrowed from any source or in any form (whether secured or unsecured);
- (m) acknowledge that it may be a criminal offence to knowingly provide false, forged, altered or falsified documents or misleading information or documents when completing an Application Form for the product.
- (n) warrant that:
 - (i) I am / we are not aware and have no reason to suspect that:
 - (A) the moneys used to fund my/our investment in the Units have been derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention or by agreement; or
 - (B) the proceeds of my/our investment will be used to finance any illegal activities; and
 - (ii) I am / we are not a politically exposed person or organisation;
- 13. I/we acknowledge that I/we have read and understood the declarations set out above in the Application Pack, and by returning the Application Form together with my/our payment for the Total Payment Amount, I/we agree to be bound by them and make the declarations contained therein. I/we agree to indemnify the Issuer and any of its related bodies corporate against any loss, liability, damage, claim, cost or expense incurred as a result, directly or indirectly, of any such declaration set out in the Application Form proving to be untrue or incorrect.
- 14. I/we have read and understood the Privacy Statement in Section 11 of the Master PDS and agree that information about me/us written on this form will be collected, used, held and disclosed in accordance with, and for the purposes stated in such Privacy Statement. Where I/we have provided information about any other individual, I/we have procured the consent of such individual to the collection, use, holding or disclosure of their information in accordance with, and for any the purposes stated in, and have made such individual aware of the information contained in such Privacy Statement.
- 15. I/we agree that the Issuer may disclose Personal Information about me/us to my/our Approved Adviser Group, Financial Adviser or other adviser and that once the Issuer provides information to my/our Approved Adviser Group, Financial Adviser or other adviser, the Issuer can no longer control the ways in which that information is used and I/we agree that the Issuer is not liable for any loss, expense, damage, or claim directly or indirectly connected with any disclosure of information by the Issuer to my/our Approved Adviser Group, Financial Adviser or other adviser, except to the extent required by law.
- 16. I/we acknowledge that the Issuer may request further information if required to process my/our Application.

Privacy Consent

The Personal Information we ask you to supply in the Application Form (other than your address, date of birth and information required by the AML/CTF Act) is not required by law but we may not be able to accept your Application if the information is not supplied. The Personal Information collected from you will be used, held or disclosed for the purposes set out below, or for a purpose related to one of the purposes set out below that you would reasonably expect, or where required or authorised by law. You may have rights to access and correct your Personal Information, and in some circumstances make complaints regarding the use, holding or disclosure of your Personal information by the Issuer. The privacy policy of the Issuer contains information regarding the exercise of such rights.

1. I/We acknowledge that the Personal Information about me/us provided to the Issuer in the Application Form may be used for any of the following purposes:
 - (a) to assess whether to accept my/our Application;
 - (b) to prepare any documentation relevant to, and to maintain, my/our investment in Units;
 - (c) to effect investments in Units in my/our name(s);
 - (d) to communicate with me/us in relation to the Units;
 - (e) to comply with legislative or regulatory requirements;
 - (f) to perform the Issuer's administrative operations; and
 - (g) for any other purpose identified in the Privacy Statement in Section 11 of the Master PDS.
2. I/We agree and consent to the Issuer:

- (a) giving Personal Information about me/us to:
 - (i) the Issuer's affiliates, agents, contractors and external advisers;
 - (ii) regulatory bodies, government agencies, law enforcement bodies and courts; and
 - (iii) the entities in which investments are made and/or to any agents or contractors, for the purpose of administering my/our investment or administering or enforcing Guarantee (if applicable);
- (b) collecting Personal Information about me/us from, and giving it to, my/our executor, administrator, trustee, guardian or attorney and my/our agents and representatives (including my finance broker, legal and financial adviser); and
- (c) providing my/our ABN to the Issuer and its related entities,

even if the disclosure of my/our Personal Information is to an organisation overseas, including any jurisdiction set out in the Privacy Statement in Section 11 of the Master PDS, regardless of whether or not such entity is subject to privacy obligations equivalent to those which apply to the Issuer.

3. I/We represent and warrant that, if at any time I/we supply the Issuer with Personal Information about another individual, I/we have obtained, or will at the relevant time will have obtained, the consent of such individual to the collection, use, holding or disclosure of their information in accordance with, and for any the purposes, stated in the Privacy Statement in Section 11 of the Master PDS and this Privacy Consent, and have made such individual aware of the information set out in such Privacy Statement.

AML/CTF Act and Rules

The Issuer aims to prevent, detect and not knowingly facilitate money laundering and terrorism financing. The Issuer does this to comply with the AML/CTF Act and Rules. To meet its regulatory and compliance obligations under the AML/CTF Act, its contractual obligations and its internal due diligence requirements, the Issuer will be implementing a number of measures and controls including carefully identifying, verifying and monitoring its investors and, where required by law, reporting any suspicious matters to the regulator, AUSTRAC.

1. I/we acknowledge:
 - (a) the Issuer and its Affiliates' right to collect and identify information and to verify documents under the AML/CTF Act and Rules;
 - (b) the Issuer and its Affiliates' right not to provide a designated service in certain circumstances;
 - (c) that the Issuer may refuse or reject our Application if we fail to provide any required information to the Issuer or any other person;
 - (d) that it is an offence under the AML/CTF Act to provide false or misleading information to the Issuer;
 - (e) that transactions may be delayed, blocked, frozen or refused where reasonable grounds are established that the transaction breaches Australian law or sanctions, or the law or sanctions of any other country;
 - (f) that where transactions are delayed, blocked, frozen or refused, the Issuer and its Affiliates' are not liable for any loss I/we suffer (including consequential loss) as a result of their compliance with the AML/CTF Act as it applies to the product;
 - (g) from time to time during the term of my/our investment, I/we may be required to provide additional information to assist the Issuer and its Affiliates in the above process;
 - (h) the Issuer and its Affiliates have reporting obligations in relation to the AML/CTF regulatory regime and must report certain matters to AUSTRAC;
 - (i) that the tipping off prohibition requirements under the AML/CTF regulatory regime may prevent the Issuer and its Affiliates from informing me/us that any such reporting has taken place; and
 - (j) that the Issuer and its Affiliates may have other legal obligations to disclose the information gathered about me/us to regulatory and/or law enforcement agencies, including AUSTRAC and to other bodies, including a related company that forms part of UBS' Designated Business Group (if any), if required by law.

FINANCIAL ADVISER ACKNOWLEDGEMENTS AND REPRESENTATIONS

Financial Advisers who are named in the Application Form and/or have stamped the Application Form are taken to provide the following acknowledgements and representations:

1. I acknowledge that I am either an Australian financial services licensee or an authorised representative of an Australian financial services licensee and that, in relation to this Application, I have only provided financial services that are within the scope of the Australian financial services licence applicable to me;
2. I acknowledge that I have complied with the relevant disclosure requirements, including all relevant requirements in relation to the disclosure of fees, and any requirement to provide Product Disclosure Statements, Financial Services Guides, Statements of Advice or any other disclosures required by the Corporations Act;
3. I consent to the arrangement that the Investor has specified in the Application Form in relation to the collection and payment of the Adviser Group Fee.
4. I represent that in compliance with the provisions of the AML/CTF Act and Rules, I have taken the steps required to identify and verify the Applicant's identity (including the directors, beneficial owners and trustees listed in the Application Form) by checking and verifying the identity, nationality, residential address and signature of the Applicant, and any other relevant details, in compliance with the AML/CTF Act and Rules and any Distribution Agreement entered into for purposes of compliance with the AML/CTF Act and Rules;
5. I represent that I have taken adequate steps to assist in the prevention of money laundering activities which steps may include, without limitation, identifying the Applicant's source of wealth and monitoring of any unusual transactions; and
6. I represent that I have given financial product advice to the Applicant and:
 - (a) where I have given personal advice to the Applicant in relation to the Units, I have assessed the suitability of this product and other relevant factors for the Applicant and have only recommended or distributed it as I consider it suitable for the Applicant, taking into account the Applicant's investment objectives, financial situation and particular needs; or
 - (b) where I have given general advice to the Applicant in relation to the Units:
 - (i) the Approved Adviser Group's Distribution Agreement with the Issuer provides for the distribution of Units by the Approved Adviser Group without providing personal advice; and
 - (ii) the Approved Adviser Group and I have determined, from among my clients and the clients of the Approved Adviser Group, the class of investor for which the Units are suitable taking into account characteristics including (but not limited to):
 - (A) risk profile and tolerance;
 - (B) investment knowledge and experience; and
 - (C) extent of knowledge and experience of investing in products of the same class as the Units; and
7. I represent that it is not reasonably apparent (as defined in section 964H of the Corporations Act) that the amount nominated by the Applicant as the Total Investment Amount is a borrowed amount (whether secured or unsecured).

Instructions for Unit Purchase Form

THE UNIT PURCHASE FORM IS TO BE USED IF YOU ARE AN EXISTING INVESTOR IN UBS PRODUCTS IN AUSTRALIA AND **YOU HAVE A UBS AUSTRALIA INVESTOR REFERENCE NUMBER.**

Completing the Unit Purchase Form

- A. INVESTOR DETAILS— Enter the name of the Applicant here. This must be the Applicant with the UBS Australia Investor Reference Number and will be the name in which the Units are registered. If the Units are purchased by joint individual Applicants and the UBS Australia Investor Reference Number is in respect of the joint individual Applicants, write the names of both individuals and the UBS Australia Investor Reference Number that applies to both.

Where the Applicant is a company or a corporate trustee, write the company name and ABN.

Where the Applicant is a trust, write the name of both the trust and trustee and the Unit Purchase Form must be signed by the trustee without reference to the trust.

Please provide contact details and postal address in case we have to contact you.

If you do not provide your UBS Australia Investor Reference Number the Application Form will be invalid and rejected.

- B. DETAILS OF TOTAL PAYMENT AMOUNT—Please enter the total amount you wish to pay to invest in each Series. This amount is inclusive of any Adviser Group Fee that you agree to pay to your Approved Adviser. Your application must be for a minimum Total Payment Amount of AUD 20,000 per Series and in increments of AUD 1,000 thereafter.

UBS will debit the Total Payment Amount from your nominated account based on any applicable direct debit authority that you have previously provided to UBS. By signing and returning the Unit Purchase Form, you consent to UBS debiting your account upon UBS's acceptance of your Application. Please ensure there are sufficient funds in the designated account when you submit your Unit Purchase Form so as to minimise the risk of delay.

The Purchase Price for the Units that you apply for will be determined as soon as possible after UBS accepts your Application Form. This may not occur on the same day that you submit the Unit Purchase Form due to the processing time required for account verification. Your Approved Adviser can contact UBS to confirm whether your Application Form has been accepted and your order has been filled, and the Purchase Price. You will receive a Confirmation Notice from the Issuer after your purchase of Units is processed.

- C. APPROVED ADVISER AND ADVISER GROUP FEE—Please specify the amount, expressed as a percentage of your Total Payment Amount you would like UBS to collect and pay to your Approved Adviser Group. Your Total Payment Amount less the Adviser Group Fee is the Total Investment Amount which will be applied to purchase Units for you.

- F. SIGNATURE

Where the Unit Purchase Form is executed by a company, it must be executed either in accordance with section 127 of the Corporations Act or under a power of attorney. Section 127 of the Corporations Act allows a company to execute a document with or without using a common seal if the document is signed by two directors, a director and company secretary or (if applicable) the sole director who is also the sole company secretary.

If the Unit Purchase Form is signed under a power of attorney, the attorney by signing certifies that it has not received notice of revocation of that power of attorney. A certified copy of the power of attorney must be lodged with the Unit Purchase Form.

Lodging the Form

Application Forms and accompanying documents should be forwarded to your Financial Adviser. Please note that Applications will only be processed after the Applications Open Date for the Series. Purchases of Units can only be made by completing and lodging an Application Form attached to or accompanying the Term Sheet with your Financial Adviser or Approved Adviser Group.

Application Forms must not be distributed (whether electronically or otherwise) by any person to any other person unless accompanied by or attached to a complete and unaltered copy of the Master PDS, the Term Sheet for the Series and any Supplementary PDS. A free copy of the non-electronic PDS is available from the Issuer upon request.

The adviser should:

- forward a scanned copy of the signed form to their UBS Equity Solutions sales contact or the Issuer at ubsincomegoals@ubs.com; or
- send the original to Level 16, Chifley Tower, 2 Chifley Square, NSW 2000, Attn: UBS Equity Solutions.

Unit Purchase Form

UBS Income Goals

Banks-2, Icons-2 and Resources-2

Financial Adviser Stamp

Please read "Financial Adviser Acknowledgements and Representations on page 6 of this Application Pack.

THIS FORM IS TO BE USED IF YOU ARE AN **EXISTING CLIENT** OF UBS AND YOU **HAVE A UBS AUSTRALIA INVESTOR REFERENCE NUMBER**. DO **NOT** USE THIS FORM IF YOU DO NOT HAVE A UBS AUSTRALIA INVESTOR REFERENCE NUMBER. PLEASE USE THE INVESTOR APPLICATION FORM STARTING ON PAGE 12 OF THIS APPLICATION PACK INSTEAD.

Investors who have previously invested in UBS products in Australia may have received a unique UBS Australia Investor Reference Number. If so, that number will be included in the Confirmation Notice for your investment. If you have a UBS Australia Investor Reference Number, insert it on the first page of the Unit Purchase Form in Section A – Investor Details.

This form should be delivered to your Financial Adviser. The adviser should forward a scanned copy of the signed form to their UBS Equity Solutions sales contact or to the Issuer at ubsincomegoals@ubs.com, or send the original to Level 16, Chifley Tower, 2 Chifley Square, NSW 2000, Attn: UBS Equity Solutions. Please note that Applications will only be processed after the Applications Open Date.

This is an Application Form for Units in the UBS Income Goals Series **Banks-2, Icons-2 and Resources-2** issued by UBS Investments Australia Pty Limited ("UBSIA") (ABN 79 002 585 677). The issue of the PDS in Australia is arranged by UBS Securities Australia Limited (ABN 62 008 586 481, AFSL 231098).

This Application Form accompanies the UBS Goals Master PDS dated 27 June 2016, Term Sheet number UBSIG-2 dated 14 February 2017 and any supplementary PDS issued for the Units. It is important that Investors read the PDS in full and the acknowledgements contained in the Application Pack before applying for the Units. The Issuer will provide you with a paper copy of the PDS including any supplementary PDS and the Application Form, on request without charge. Terms defined in the PDS have the same meaning in this Application Form.

A person who gives another person access to the Application Form must at the same time and by the same means give the other person access to the PDS including any supplementary PDS.

I/we hereby apply for Units to be issued by the Issuer to me/us as set out in this Unit Purchase Form pursuant to the PDS:

A. INVESTOR DETAILS

Applicant(s)' Name(s):	
ABN of company or corporate trustee (if applicable):	
Contact number and email:	Tel: _____ Email: _____
Contact Name:	
Postal address:	
Only use this form if you are an existing investor in UBS Products in Australia and you have a UBS Australia Investor Reference Number . If you do not have a UBS Australia Investor Reference Number then please proceed to page 12 of this Application Pack and complete the Investor Application Form.	
UBS Australia Investor Reference Number:	<i>(this is usually quoted in UBS correspondence regarding UBS Income Goals)</i>
By providing the UBS Australia Investor Reference Number above the Applicant(s) confirm(s) that their details, including bank account details , are unchanged from those provided to UBS previously.	

B. DETAILS OF THE TOTAL PAYMENT AMOUNT

UBS Income Goals Series (You may apply for multiple Series in one Application Form)	Total Payment Amount The Minimum Total Payment Amount is AUD 20,000 per Series and in multiples of AUD 1,000 above that amount
Banks-2	AUD
Icons-2	AUD
Resources-2	AUD

Please Note: The Total Payment Amount includes an amount on account of the Adviser Group Fee (if any) that you specify below. The amount actually invested in the Units (your Total Investment Amount) will be this Total Payment Amount less the Adviser Group Fee. The number of Units purchased will be your Total Investment Amount divided by the Purchase Price (rounded down the nearest whole Unit). For Applications in the Initial Offer Period, the Purchase Price of Units is specified in the Term Sheet for the Series. For Applications in the General Offer Period, the Purchase Price of Units will be as determined by the Issuer on the day your Application is accepted.

UBS will debit the Total Payment Amount from your nominated account based on any applicable direct debit authority that you have previously provided to UBS.

Please note that Applications will only be processed after the Applications Open Date.

C. DETAILS OF APPROVED ADVISER GROUP AND FINANCIAL ADVISER AND YOUR AGREEMENT TO PAY THE ADVISER GROUP FEE

I/ We specify the following company to be my/our Approved Adviser Group and the following person to be the individual Financial Adviser referred to in the fee arrangements below.

Name of Approved Adviser Group (company name)

Name of Financial Adviser (individual)

Address Details—Number and Street

Suburb, City or Town

State

Postcode

By affixing their stamp and/or inserting their details in this Application Form, Financial Advisers verify the acknowledgements and provide the representations on page 7 of this Application Pack.

By signing on the following page, I/we consent to:

- (1) pay an amount on account of the percentage Adviser Group Fee specified below and direct the Issuer to collect that amount from me/us as part of the Total Payment Amount, and I/we consent and direct the Issuer to pay that amount to my/our Approved Adviser Group specified above on my/our behalf; and
- (2) where applicable, the Approved Adviser Group holding that amount in respect of the Adviser Group Fee on trust and paying to my Financial Adviser all or part of that amount as disclosed to me by my Financial Adviser in the statement of advice or financial services guide relevant to the financial services they provide to me in respect of the Units or as otherwise disclosed to me by my Financial Adviser.

Adviser Group Fee

%

of the Total Payment Amount.

Note: This percentage is inclusive of GST and cannot exceed 1.00% of the Total Payment Amount.

Dated

By signing below I confirm that I/we agree to the Investor Acknowledgements, Representations and Consent set out on pages 1 to 6 of this Application Pack.

SIGNED, SEALED AND DELIVERED by:

(Individual Applicant, Joint Applicants or Individual Trustee Applicant)

First Applicant's Signature

Second Applicant's Signature

First Applicant's Name

Second Applicant's Name

(Company Applicant or Corporate Trustee Applicant) Executed by:

Company/Corporate Trustee Name (as registered by ASIC)

Affix Company Seal (if you have one):

Director's Signature

Director/Secretary's Signature

Director's Name

Director/Secretary's Name

(Power of Attorney) Executed by and on behalf of:

Company Name

By its attorney in the presence of:

Attorney Signature

Witness Signature

Attorney Name

Witness Name

Instructions for Investor Application Form

THIS FORM IS TO BE USED IF YOU WISH TO PURCHASE UBS INCOME GOAL UNITS AND YOU **DO NOT HAVE** A UBS AUSTRALIA INVESTOR REFERENCE NUMBER.

THIS FORM SHOULD BE FORWARDED TO YOUR FINANCIAL ADVISER.

IF YOU HAVE A UBS AUSTRALIA INVESTOR REFERENCE NUMBER YOU SHOULD USE THE UNIT PURCHASE FORM TO APPLY FOR UNITS (SEE PAGE 7 OF THIS APPLICATION PACK).

Please complete this Investor Application Form in accordance with the following instructions.

- A. FULL DETAILS OF APPLICANT: Enter your details here—note carefully the information required for each particular type of Applicant in parts 1 to 6. Note that the Issuer reserves the right to request further information if required to process the Application.
- B. POSTAL ADDRESS DETAILS: Enter your postal address here for all correspondence.
- C. BANK ACCOUNT DETAILS: Enter your bank account details here if you wish to have any cash payments deposited directly to your account. If you are applying for multiple Series ensure that you provide bank account details (for direct credit of any funds to your account) for each Series you are applying for in the Application Form. If this is left blank, a cheque for any cash payments will be sent to the address provided.
- D. METHOD OF PAYMENT: Please complete the Direct Debit Request Form on page 90 of the Master PDS. By signing and returning the Investor Application Form, you consent to UBS debiting your nominated account upon the acceptance of your Application. Please ensure that there are sufficient funds in the designated account when you submit your Investor Application Form so as to minimise the risk of potential delays.
- E. INVESTOR ACKNOWLEDGMENTS AND REPRESENTATIONS: Each Applicant must read this section.
- F. FINANCIAL ADVISER REPRESENTATIONS AND ACKNOWLEDGMENTS: Your Financial Adviser must read this section before adding their Adviser Stamp to this Application Form.
- G. DETAILS OF THE TOTAL PAYMENT AMOUNT: Enter your Total Payment Amount here. This is the total amount in AUD or other Denomination specified in the Term Sheet for the Series that you will have to pay to the Issuer and includes the Adviser Group Fee authorised by you in this Application Form. The Minimum Total Payment Amount is set out in the Term Sheet for the Series. The amount actually invested in the Units (your Total Investment Amount) will be this Total Payment Amount less any Adviser Group Fee. For Applications in the Initial Offer Period, the Purchase Price is set out in the Term Sheet for the Series, or for Applications in the General Offer Period, the Purchase Price will be as determined by the Issuer on the day your Application is accepted. The number of Units purchased will be your Total Investment Amount divided by the Purchase Price (rounded down the nearest whole Unit). You may apply for multiple Series using the one Application Form. If you wish to apply for multiple Series, please ensure you clearly outline the details of the Units to be purchased.
- H. ADVISER GROUP FEE: If you wish to pay an Adviser Group Fee to your Approved Adviser Group, then enter details of your Approved Adviser Group and Financial Adviser here and provide your consent for (i) the Issuer to collect from you an amount in respect of the Adviser Group Fee and pay it to your Approved Adviser Group (as specified) on your behalf; and (ii) the Approved Adviser Group to hold the amount in respect of the Adviser Group Fee on trust and pay to your Financial Adviser all or part of that amount as disclosed to you by your Financial Adviser in the statement of advice or financial services guide relevant to the financial services they provide to you in respect of the Units or as otherwise disclosed to you by your Financial Adviser.

You acknowledge by executing the Application Form you agree to be bound by the Terms set out in the PDS for the Series of UBS Income Goals that you are applying for.

Lodging the Form

Application Forms and accompanying documents should be forwarded to your Financial Adviser. Please note that Applications will only be processed after the Applications Open Date for the Series. Purchases of Units can only be made by completing and lodging an Application Form attached to this Term Sheet with your Financial Adviser or Approved Adviser Group.

Application Forms must not be distributed (whether electronically or otherwise) by any person to any other person unless accompanied by or attached to a complete and unaltered copy of the Master PDS, the Term Sheet for the Series and any Supplementary PDS. A free copy of the non-electronic PDS is available from the Issuer upon request.

The adviser should:

- forward a scanned copy of the signed form to their UBS Equity Solutions sales contact or the Issuer at ubsincomegoals@ubs.com; or
- send the original to Level 16, Chifley Tower, 2 Chifley Square, NSW 2000, Attn: UBS Equity Solutions.

Investor Application Form

UBS Income Goals

Banks-2, Icons-2 and Resources-2

Financial Adviser Stamp

Please read "Financial Adviser Acknowledgements and Representations on page 7 of this Application Pack.

THIS FORM IS TO BE USED IF YOU DO **NOT** HAVE A UBS AUSTRALIA INVESTOR REFERENCE NUMBER. IF YOU HAVE A UBS AUSTRALIA INVESTOR REFERENCE NUMBER YOU SHOULD USE THE UNIT PURCHASE FORM TO APPLY FOR UNITS (SEE PAGE 7 OF THIS APPLICATION PACK).

This form should be delivered to your Financial Adviser. The adviser should forward a scanned copy of the signed form to their UBS Equity Solutions sales contact or to the Issuer at ubsincomegoals@ubs.com, or send the original to Level 16, Chifley Tower, 2 Chifley Square, NSW 2000, Attn: UBS Equity Solutions. Please note that Applications will only be processed after the Applications Open Date.

This is an Application Form for Units in the UBS Income Goals Series **Banks-2, Icons-2 and Resources-2** issued by UBS Investments Australia Pty Limited ("UBSIA") (ABN 79 002 585 677). The issue of the PDS in Australia is arranged by UBS Securities Australia Limited (ABN 62 008 586 481, AFSL 231098).

This Application Form accompanies the UBS Goals Master PDS dated 27 June 2016, Term Sheet number UBSIG-2 dated 14 February 2017 and any supplementary PDS issued for the Units. It is important that Investors read the PDS in full and the acknowledgements contained in this Application Form before applying for the Units. The Issuer will provide you with a paper copy of the PDS including any supplementary PDS and the Application Form, on request without charge. Terms defined in the PDS have the same meaning in this Application Form.

A person who gives another person access to the Application Form must at the same time and by the same means give the other person access to the PDS including any supplementary PDS.

I/we hereby apply for Units to be issued by the Issuer to me/us as set out in this Investor Application Form pursuant to the PDS:

A. FULL DETAILS OF APPLICANT:

If you are an individual Applicant, please provide:

- your full name, date of birth, residential address, occupation, nationality and source of wealth under 1) below

If you are a company Applicant, please provide:

- the details of all directors under 1) below
- the name of the company and ABN/ARBN (or ACN if there is no ABN) of the company under 2) below
- the details of the beneficial owners of the company under 4) below

If you are a superannuation fund Applicant with an individual trustee(s), please provide:

- the details of all of the individual trustees under 1) below
- the name and ABN of the superannuation fund under 3) below
- the source of assets contributed into the superannuation fund under 7) below.

If you are a superannuation fund Applicant with a corporate trustee, please provide:

- the details of all directors of the corporate trustee under 1) below
- the name of the corporate trustee and ABN/ARBN (or ACN if there is no ABN) of the corporate trustee under 2) below
- the name and ABN of the superannuation fund under 3) below.
- the details of the beneficial owners of the corporate trustee under 4) below
- the source of assets contributed into the superannuation fund under 7) below.

If you are a trust Applicant with an individual trustee(s), please provide:

- the details of all of the individual trustees under 1) below
- the name of the trust under 3) below
- the details of the trust beneficiaries under 5) below

- the details of the contributors to trust assets under 6) below
- the source of assets contributed into trust under 7) below.

If a trust Applicant with a corporate trustee, please provide

- the details of all directors of the corporate trustee under 1) below
- the name of the corporate trustee and ABN/ARBN (or ACN if there is no ABN) of the corporate trustee under 2) below
- the name of the trust under 3) below
- the details of the beneficial owners of the corporate trustee under 4) below
- the details of the trust beneficiaries under 5) below
- the details of the contributors to trust assets under 6) below
- the source of assets contributed into trust under 7) below.

Each Applicant (including each joint Applicant) must complete this Section A. If there are:

- more than two joint individual or partner Applicants
- more than two directors for a company Applicant
- more than two individual trustees for a trust or superannuation fund Applicant
- more than two directors for the corporate trustee of a trust or superannuation fund Applicant; or
- more than one company, trust or superannuation fund Applicant (applying as joint Applicants).

then please tick this box, photocopy or print additional copies of this **Section A** and provide the relevant details requested for each of those additional persons or Applicants.

Yes, details of additional individuals, trustees, directors, partners or Applicants are attached

1) Applicant 1 Individual/Trustee/Director Name

First Name	Middle Name	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth	Occupation (if retired, please state occupation before retirement)	
<input type="text"/>	<input type="text"/>	
Residential Address Details—Number and Street (please note that PO Box/GPO Box is not accepted)		
<input type="text"/>		
Suburb, City or Town	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>
Country	Nationality	
<input type="text"/>	<input type="text"/>	
Source of wealth (please provide a brief description) (e.g. details of employment, employer and industry/profession (before retirement, if retired), investments, or other sources)		
<input type="text"/>		
<input type="text"/>		

Applicant 2 Individual/Trustee/Director Name

First Name	Middle Name	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth	Occupation (if retired, please state occupation before retirement)	
<input type="text"/>	<input type="text"/>	
Residential Address Details—Number and Street (please note that PO Box/GPO Box is not accepted)		
<input type="text"/>		
Suburb, City or Town	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>
Country	Nationality	
<input type="text"/>	<input type="text"/>	
Source of wealth (please provide a brief description) (e.g. details of employment, employer and industry/profession (before retirement, if retired), investments, or other sources)		
<input type="text"/>		
<input type="text"/>		

2) Company/Corporate Trustee Name

Company/Corporate Trustee name (as registered by ASIC)

ABN/ARBN (or ACN if there is no ABN)

3) Trust/Superannuation Fund Name

Trust or Superannuation Fund name

ABN

4) Details of all the beneficial owners who own, through one or more shareholdings, 25% or more of the issued capital in the Company / Corporate Trustee

Full Name	Date of Birth	Full Residential Address
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

5) Details of all Trust beneficiaries (Not required for complying superannuation funds)

Full Name	Date of Birth	Full Residential Address
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6) Details of Trust Appointer/Protector (if applicable), Trust Settlor and all contributors to Trust assets (Not required for complying super funds)

Full Name	Role* (trust appointer, contributor, settlor, etc...)	Date of Birth	Full Residential Address #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For trust settlors and contributors only the country of residence is required.

* If you have not identified Trust Settlor above please tick the following box **if applicable**:

I confirm that the sum settled by the Trust Settlor into the Trust is less than \$10,000 and as a result Settlor details have not been provided above.

7) Source of assets contributed into trust or superannuation fund

Please include a brief description of the source of assets contributed into the trust or superannuation fund

B. POSTAL ADDRESS DETAILS:

Number and Street (PO Box/GPO Box is acceptable for a postal address)

Suburb, City or Town

State

Postcode

Country

C. BANK ACCOUNT DETAILS (for direct credit of funds to your account):

I/We request that payments due to me/us by the Issuer be deposited directly into the following accounts for each Series.

I/We acknowledge that these instructions supersede and have priority over all previous instructions provided in respect of all of my/our investment in UBS Income Goals. Unless advised in writing or otherwise, I/we acknowledge that all future payments due to me/us will be paid into the nominated account for each Series.

UBS Income Goals Series – Banks-2, Icons-2 and Resources-2

Bank/Financial institution name

BSB Number

 -

Account number

Account name

Name of Branch/suburb

Type of account (do NOT use your credit card number)

Please note: Please enter your account number exactly as shown on your bank statement. If your account number does not have 9 digits, please do not add any zeros at the beginning or end of your account number as this may result in an incorrect payment.

D. METHOD OF PAYMENT

You must complete and sign the Direct Debit Request Form at **page 90** of the Master PDS and return it along with your Application Form to your Financial Adviser to make payment to UBS Securities Australia Limited (for on payment to the Issuer) by direct debit from your nominated account. Please contact the Issuer if you are not able to pay by direct debit.

E. MARKETING MATERIALS

The Issuer, Financial Adviser or your Approved Adviser Group and/or its associates may wish to communicate with you in the future about other investment opportunities that may be of interest. Please tick this box if you do NOT wish to be contacted for this purpose.

No thanks, I/we prefer NOT to be contacted about investment opportunities in the future.

G. DETAILS OF THE TOTAL PAYMENT AMOUNT

UBS Income Goals Series (You may apply for multiple Series in one Application Form)	Total Payment Amount The Minimum Total Payment Amount is AUD 20,000 per Series and in multiples of AUD 1,000 above that amount
Banks-2	AUD
Icons-2	AUD
Resources-2	AUD

Please Note: The Total Payment Amount includes an amount on account of the Adviser Group Fee (if any). The amount actually invested in the Units (your Total Investment Amount) will be this Total Payment Amount less the Adviser Group Fee. For Applications in the Initial Offer Period, the Purchase Price of Units is specified in the Term Sheet for the Series. For Applications in the General Offer Period, the Purchase Price of Units will be as determined by the Issuer on the day your Application is accepted.

The number of Units purchased will be your Total Investment Amount divided by the Purchase Price (rounded down the nearest whole Unit).

H. DETAILS OF APPROVED ADVISER GROUP AND FINANCIAL ADVISER AND YOUR AGREEMENT TO PAY THE ADVISER GROUP FEE

I/ We specify the following company to be my/our Approved Adviser Group and the following person to be the individual Financial Adviser referred to in the fee arrangements below.

Name of Approved Adviser Group (company name)

Name of Financial Adviser (individual)

Address Details—Number and Street

Suburb, City or Town

State

Postcode

**** By affixing their stamp and/or inserting their details in this Application Form, Financial Advisers verify the acknowledgements and provide the representations on page 7 of this Application Pack.**

By signing on the following page, I/we consent to:

- (1) pay an amount on account of the percentage Adviser Group Fee specified below and direct the Issuer to collect that amount from me/us as part of the Total Payment Amount, and I/we consent and direct the Issuer to pay that amount to my/our Approved Adviser Group specified above on my/our behalf; and
- (2) where applicable, the Approved Adviser Group holding that amount in respect of the Adviser Group Fee on trust and paying to my Financial Adviser all or part of that amount as disclosed to me by my Financial Adviser in the statement of advice or financial services guide relevant to the financial services they provide to me in respect of the Units or as otherwise disclosed to me by my Financial Adviser.

Adviser Group Fee

%

of the Total Payment Amount.

Note: This percentage is inclusive of GST and cannot exceed 1.00% of the Total Payment Amount.

Dated

By signing below I confirm that I agree to the Investor Acknowledgements, Representations and Consent set out on pages 1 to 6 of this Application Pack.

SIGNED, SEALED AND DELIVERED by:

(Individual Applicant, Joint Applicants or Individual Trustee Applicant)

First Applicant's Signature

First Applicant's Name

Second Applicant's Signature

Second Applicant's Name

(Company Applicant or Corporate Trustee Applicant) Executed by:

Company/Corporate Trustee Name (as registered by ASIC)

Affix Company Seal (if you have one):

Director's Signature

Director/Secretary's Signature

Director's Name

Director/Secretary's Name

(Power of Attorney) Executed by and on behalf of:

Company Name

By its attorney in the presence of:

Attorney Signature

Witness Signature

Attorney Name

Witness Name