



## BREAKING THROUGH UBS

### Class

### Contact Information

First Name

Last Name

Address

City

State

Zip Code

Business Phone

Alternate Phone

Email Address

Alternate Email Address

I, , understand, acknowledge and agree as follows:

1. UBS Financial Services Inc. ("the Firm" or "UBS") has entered into an arrangement with CEG Worldwide ("CEG") to make CEG's "Breaking Through" Coaching Program ("the Program") available to qualified UBS Financial Advisors who wish to voluntarily participate in the Program at their own cost. Through this arrangement, qualified Financial Advisors are eligible to participate in the Program at a reduced cost.
2. The reduced cost of the Program for me is \$14,000. UBS has paid this amount to CEG on my behalf. I am obligated and agree to reimburse UBS for this \$14,000 payment as follows:
  - a. Subject to paragraph 2b below, I will pay UBS the entire \$14,000 by September 30, 2015 as follows:
    - i. I will repay the \$14,000 by sending UBS up to three separate payments, with a minimum payment of at least \$5,000 being made to UBS on or before January 31, 2015.
    - ii. I will make all payments to UBS via check payable to UBS Financial Services Inc. I will send all such payments to Rechelle Duncan, UBS Financial Services Inc., 1200 Harbor Boulevard, 6th floor, Weehawken, NJ 07086.
  - b. In the event my employment with UBS terminates for any reason whatsoever before September 1, 2015 or should I choose to withdraw from the program, I will immediately

repay to UBS the following amount: \$14,000 minus any payments I have made to UBS pursuant to paragraph 2a.

3. My decision to participate in the Program was completely voluntary. The Firm did not in any way require me to participate in the Program. Participation in the Program is not necessary nor is it a condition of employment.
4. I will pay any and all costs and expenses, including without limitation, reasonable attorney's fees and disbursements incurred by UBS in connection with the enforcement of any and all provisions of this Agreement and in regard to any defenses to the Agreement or counterclaims brought in the action to enforce the Agreement.
5. I waive (i) all benefits of any law exempting my property, or any part of it, from attachment, garnishment or execution, and (ii) the right to interpose any defense, set-off counterclaim of any nature or description in any arbitration arising out of or relating to this Agreement in which UBS is an adverse party.
6. If I fail to repay UBS any monies due under this Agreement, UBS reserves the right to pursue all available legal and equitable remedies available to it. To the fullest extent permitted by law, UBS will have the right to set off and apply any monies due to it under this Agreement against any and all of the obligations that UBS has to me, including but not limited to any compensation or deferred compensation. I authorize and consent to these deductions in accordance with applicable law.
7. As security for UBS' payment of the \$14,000 I hereby grant to UBS and any of its related entities a security interest in and lien on any and all property held or carried in or credited to any and all non-exempt UBS Accounts ("Property"). All such Property will be subject to UBS's security interest as collateral for the satisfaction and discharge of my obligations under this Agreement.
8. In enforcing its security interest, UBS or any of its related entities has absolute discretion to determine the amount, order and manner in which the Property will be sold, and shall also have all other remedies available to a secured party under the Uniform Commercial Code ("UCC") in addition to all other rights provided by this Agreement or by law. Without limiting any of the foregoing, UBS and any of its related entities shall also have the right, at its sole and absolute discretion, to freeze, take possession of or otherwise exercise control over any and all Accounts, without presentment, demand or notice to me, to secure payment of my obligations under this Agreement, such that, among other things, I will not be able to transfer the Accounts or make withdrawals from the Accounts unless and until UBS has determined, in its sole and absolute discretion, that I have fully satisfied my obligations under this Agreement. By signing this Agreement, I expressly authorize and consent to this remedy.
9. I expressly acknowledge and agree that UBS and any of its related entities will not be liable to me in any way for any adverse tax consequences (for tax effect or otherwise) including, but not



## Registration Form

limited to, any compensatory, consequential, punitive or other damages, resulting from the liquidation or freezing of any Account.

I have read, understand and agree to the above terms.

Signature

Full Name

Date

In Process