

## OPTION INFORMATION — CORPORATE AND INSTITUTIONAL ACCOUNTS; SOLE PROPRIETORSHIP ACCOUNTS; MERRILL LYNCH TRUST ACCOUNTS

This form is to be utilized for clients seeking approval to trade listed options on behalf of a corporate or institutional account (which may comprise a personal holding company, partnership, corporation, trusts or other entity types) or an account in the name of a sole proprietor. The information provided will be used in conjunction with additional profile information already on file. Please ensure that all sections are complete and accurate prior to signing. **The terms and conditions of the Standard Option Agreement on the reverse side/second page of this form constitute a part of this form.**

<b>Account number</b>	<b>Account title</b>
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The investment experience section applies to the person(s) authorized to exercise investment decisions and place trades on behalf of the entity or business.

Is the client a Qualified Institutional Buyer (QIB)? (Pursuant to SEC Rule 144A) <input type="checkbox"/> Yes <input type="checkbox"/> No  If not, please complete the following:  Total annual income (from all sources) \$ _____  Total liquid assets \$ _____  Total net worth \$ _____  Options investment objectives (check all that apply) <input type="checkbox"/> Income <input type="checkbox"/> Hedging <input type="checkbox"/> Speculation	Retirement account <input type="checkbox"/> Yes <input type="checkbox"/> No Power of attorney <input type="checkbox"/> Yes <input type="checkbox"/> No Name: _____  Time horizon (check one) <input type="checkbox"/> 0–1 years <input type="checkbox"/> 1–5 years <input type="checkbox"/> 5–10 years <input type="checkbox"/> 10+ years  Liquidity needs (check one) <input type="checkbox"/> No need <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High <input type="checkbox"/> All assets must be liquid	Prior trading activity (check one) <input type="checkbox"/> None <input type="checkbox"/> Seldom <input type="checkbox"/> Moderate <input type="checkbox"/> Active  Investment experience (complete all that apply) <input type="checkbox"/> Options # Years _____ <input type="checkbox"/> Indices # Years _____ <input type="checkbox"/> Stocks/Equities # Years _____ <input type="checkbox"/> Commodities # Years _____ <input type="checkbox"/> Bonds # Years _____ <input type="checkbox"/> Margin # Years _____
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Definitions	Investment objective(s) should be:	Client-requested strategies	Equity: (check all that apply)	Index: (check all that apply)	Equity: (ROP Approvals – Internal Use Only)	Index: (ROP Approvals – Internal Use Only)
Income: Seek preservation of capital while generating income from investments Hedging: Seek to minimize potential loss of principal Speculation: Seek to maximize total return potential while taking on a higher degree of risk through investments in a broad spectrum of securities	Speculation	1 – Buy calls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Hedging and/or Speculation	2 – Buy puts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Income and/or Hedging	3 – Write covered calls	<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A
	Income and/or Speculation	4 – Write covered puts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Speculation	5 – Write uncovered calls*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (margin)	<input type="checkbox"/> (margin)
	Speculation	6 – Write uncovered puts*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (margin)	<input type="checkbox"/> (margin)
	Speculation	7 – Short combinations*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (margin)	<input type="checkbox"/> (margin)
	Speculation	8 – Spreads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (margin)	<input type="checkbox"/> (margin)

**\*(NOTE: For uncovered calls, uncovered puts and short combinations, please refer to the Special Statement for Uncovered Option Writers and acknowledgment below.)**  
 By signing this form, I acknowledge that I have received, read and understood, and agree to be bound by, all the terms and conditions of the Standard Option Agreement (including paragraph 9 as to arbitration of any disputes) on the following pages of this form. I ALSO ACKNOWLEDGE RECEIVING AND REVIEWING THE OPTIONS CLEARING CORPORATION PUBLICATION ENTITLED "CHARACTERISTICS AND RISKS OF STANDARDIZED OPTIONS," AND AM AWARE OF THE SPECIAL RISKS ATTENDANT TO OPTIONS TRADING. I AM AUTHORIZED TO COMPLETE AND SIGN THIS FORM ON BEHALF OF THE ENTITY OR BUSINESS NAMED ABOVE, AND I REPRESENT AND AGREE THAT THE STATEMENTS CONTAINED ON THIS FORM ARE ACCURATE.

**For accounts with more than 2 owners/authorized individuals, an additional application must be completed**

\_\_\_\_\_  
 Name, title and signature of authorized individual Date signed

\_\_\_\_\_  
 Name, title and signature of authorized individual Date signed

### SPECIAL STATEMENT FOR UNCOVERED OPTIONS WRITERS

There are special risks associated with uncovered option writing, which expose the investor to potentially significant losses. Therefore, this type of strategy may not be suitable for or in the best interest of all customers approved for options transactions. The potential loss of uncovered call option writing is unlimited. The writer of an uncovered call is in an extremely risky position, and must understand that he/she may incur large losses if the value of the underlying instrument increases above the exercise price. As with writing uncovered calls, the risk of writing uncovered puts options is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. Such loss could be substantial if there is a significant decline in the value of the underlying instrument. Uncovered option writing is thus appropriate only for the knowledgeable investor who understands the risks, has the financial capacity and the willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer's options positions, MLPF&S may request additional margin payments, and MLPF&S may liquidate stock or option positions in the investor's account with little or no prior notice in accordance with the investor's margin agreement. For combination and/or straddle writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited. If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an option writer would remain obligated until expiration or assignment. The writer of an American-style option is subject to being assigned an exercise at any time after he has written the option until the option expires. By contrast, the writer of a European-style option is subject to exercise assignment only during the exercise period. I understand this special statement for uncovered option writers is not intended to enumerate all the risks entailed in writing uncovered options. **NOTE:** It is expected that you will read the booklet entitled "Characteristics and Risks of Standardized Options" available from your financial advisor. In particular, your attention is directed to the chapter entitled "Principal Risks of Options Positions."

### SPECIAL STATEMENT FOR UNCOVERED OPTION WRITERS ACKNOWLEDGMENT

\_\_\_\_\_  
 Name, title and signature of authorized individual Date signed

\_\_\_\_\_  
 Name, title and signature of authorized individual Date signed

### INTERNAL USE ONLY

Financial Advisor name \_\_\_\_\_ Financial Advisor signature \_\_\_\_\_ Date signed \_\_\_\_\_

OMT/ROP name \_\_\_\_\_ OMT/ROP signature \_\_\_\_\_ Date signed \_\_\_\_\_

Date Options Risk Booklet was provided to client \_\_\_\_\_

## Standard Option Agreement

**INTRODUCTION:** This Standard Option Agreement ("Agreement") contains the terms governing option trading at MLPF&S. I will read this Agreement and keep it for my records because I know that by completing and signing the form on the prior page, I am agreeing to the terms and conditions of this Agreement as set forth below.

**DEFINITIONS:** In this Agreement, "I," "me," "my," or "account holder" means each person who signs this Agreement. "You," "your," or "MLPF&S" means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

MLPF&S is a registered broker-dealer and a wholly owned subsidiary of Bank of America Corporation. **MLPF&S is not a Bank. Investments made available through MLPF&S are not guaranteed by any bank, are not insured by the Federal Deposit Insurance Corporation (FDIC), and may lose value.**

In connection with any transaction by you on my behalf for the purchase and sale of put and call options, I agree as follows:

1. All transactions shall be subject to the constitution, rules, regulations, customs, and usage of the exchange, or market and its clearing house, if any, where executed. I further agree that I will not, either alone or in concert with others violate the position or exercise limits which the exchange or marketplace where executed, may establish from time to time as set forth in the booklet "Characteristics and Risks of Standardized Options."
  2. In the case of an option sold or written by me in a cash account:
    - a) With respect to a call option which if exercised against me will require the delivery of securities sold: I will keep such securities in my account with you until the expiration of the option period, and will not sell or withdraw such securities. If the option is exercised, you may deliver such securities to the purchaser without previous notice to me.
    - b) With respect to any put option which if exercised against me will require payment for securities purchased: I will keep in my account sufficient funds for such payment until the expiration of the option period, and will not withdraw such funds or utilize them for any purpose. If the option is exercised, you may use such funds for the purchase of such securities without previous notice to me.
  3. Any securities and funds held by you in any account of mine with you shall be held by you as security for the performance by me of my obligations to you under this Agreement.
  4. As option transactions involve a high degree of risk, I understand that:
    - a) I should not purchase an option unless I am able to sustain a loss of the premium and transaction costs. Furthermore, if the long position on an option contract is in the money and not closed out prior to expiration, I may be further subject to the risk of being long the underlying equity position (in the case of calls) or short the underlying equity position (in the case of puts) on the opening following the expiration date. In addition, I should not write a call option unless I either own the underlying security (or a security convertible, exchangeable, or exercisable into such underlying security) or am able to sustain substantial financial losses, and that I should not write a put option unless I am able to sustain financial losses.
    - b) I may not be able to close a position in the event that a secondary market in the option ceases to exist or the listing exchange restricts or suspends trading in the options.
  5. I have been advised of and agree to abide by your policies and federal regulations regarding margining of options and related transactions.
  6. I agree to advise you of any changes in my financial situation and needs, experience, or investment objective, or if any information provided by me in the form on the prior page is no longer accurate.
  7. In the event that a petition in bankruptcy or for an appointment of a receiver is filed by or against me, or if an attachment is levied against my accounts, or in the event of my death, you may, with respect to any pending options, take such steps, as you consider necessary to protect yourself against loss.
  8. Any agreement by me with you, whether previously or hereafter made applicable to any account of mine with you, shall also apply to such option transactions except to the extent which it conflicts with this agreement. In the event of a conflict, this Agreement shall control and where this is no conflict, each provision of each Agreement shall apply.
  9. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:
    - All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
    - Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
    - The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
    - The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
    - The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
    - The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
    - The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- I agree that all controversies that may arise between us shall be determined by arbitration. Such controversies include, but are not limited to, those involving any transaction in any of my accounts with MLPF&S, or the construction, performance or breach of any agreement between us, whether entered into or occurring prior, on or subsequent to the date hereof. Any arbitration pursuant to this provision shall be conducted only before the Financial Industry Regulatory Authority, Inc. (FINRA) or an arbitration facility provided by any other exchange of which MLPF&S is a member, and in accordance with its arbitration rules then in effect at FINRA or such other exchange. I may elect in the first instance whether arbitration shall be conducted before the FINRA or another exchange of which MLPF&S is a member, but if I fail to make such election by registered letter or telegram addressed to MLPF&S at the office where I maintain my account before the expiration of five days after receipt of a written request from MLPF&S to make such election, then MLPF&S may make such election. Judgment upon the award of the arbitrators may be entered in any court, state or federal, having jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.
10. I understand that exercise assignment notices for option contracts are allocated among customers' short positions in the appropriate option series. MLPF&S will allocate exercise assignment notices on a random selection basis. A more detailed description of MLPF&S's allocation procedure is available upon request.
  11. Absent the written designation of an agent to transact business on my behalf (by a power of attorney received and reviewed by MLPF&S), I alone may make trading decisions in my account: however, unless I give specific instructions to the contrary, you may exercise discretion in the selection of the exchange or marketplace for the execution of multiply traded options. I understand that you reserve the right to take any necessary steps to protect yourself from potential exposure that you feel may be detrimental to you. These steps include but are not limited to the liquidation of existing positions.
  12. THIS AGREEMENT AND ITS ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

13. Exercise. If I exercise a long option contracts, I agree to pay the full aggregate exercise price provided for by the option contracts. I understand that with respect to any option contracts that is by its terms exercisable prior to the expiration date of such option (i.e., an American-style option), you will accept exercise instructions for same-day execution on business days prior to 4:00 p.m. Eastern for index option contracts and prior to 5:00 p.m. Eastern for equity option contracts. I further understand that the Options Clearing Corporation (OCC) has established that all equity option contracts and index option contracts that are in-the-money by \$.01 or more at expiration will be automatically exercised upon expiration unless I submit contrary instructions to you prior to the applicable exercise cutoff times. Subject to any modifications made to the applicable cutoff times described below, you will accept exercise instructions with respect to the expiration date of an option contracts (including instructions to not exercise option contracts that would otherwise be automatically exercisable) until 5:30 p.m. Eastern on the applicable expiration date; provided that, with respect to any option contracts that has a Saturday or another non-business day expiration date, you will accept such exercise instructions only until 5:30 p.m. Eastern on the business day preceding the expiration date.

I acknowledge that the OCC and the national securities exchanges have established cutoff times for delivering exercise instructions, which such cutoff times may be modified from time to time by the OCC and the national securities exchanges, including with respect to one or more days as to which the OCC or a national securities exchange determines that a modified time for the close of trading of option contracts will occur. I understand that you may at your sole discretion require that exercise instructions be delivered prior to such cutoff times. I further understand that I will be required to provide instructions prior to the times specified in the preceding paragraph in cases where the cutoff times have been modified by the OCC, a national securities exchange or by you. I agree that it is my sole responsibility to (1) understand the applicable cutoff times for delivering exercise instructions on the option contracts in my account; and (2) deliver said instructions to you by the applicable cutoff times. My long option contracts may expire worthless if I don't deliver my instructions to you by the applicable exercise cutoff time, or any earlier time that you require the delivery of exercise instructions. You are not obligated to give me prior notice of option expiration dates or any cutoff times for delivering exercise instructions, and I have the sole responsibility for taking action to exercise an option contracts.

If I hold in my account long U.S. equity option contracts that are greater than or equal to \$.01 in-the-money, and you do not receive exercise instructions from me by the start of trading on the expiration date (or if the expiration date is a Saturday or another non-business day or a day as to which the OCC or a national securities exchange has indicated that a modified time for the close of trading of option contracts will occur, or the start of trading on the business day preceding the expiration date), you may at your discretion (but are not required to) take action. You may exercise valuable option contracts for my account, and in the absence of instructions from me, new positions you create in this way may be closed out at the opening of the next business day. In addition, to the extent that you determine that there are insufficient assets in my MLPF&S options account to cover the exercise price of an option contracts, you may place a market order to sell the long option position prior to the market close on the expiration date (or the business day prior to the expiration date in the case of a Saturday or other non-business day expiration date or an expiration date as to which the closing time for options trading has been modified). If you take any of the foregoing actions with respect to any option contracts, I acknowledge that you will not accept any subsequent instructions from me with respect to such option contracts. I further acknowledge that the actions described in this paragraph are in addition to, and do not in any way limit, any rights or actions that you are entitled to take under any account or margin agreement that I have executed with you.

You may exercise for cash settlement, long index option contracts that are greater than or equal to \$.01 in-the-money. If I do not instruct you to exercise a valuable option contracts by the prescribed time, and the right to exercise expires, I agree to waive and release you and your officers, employees and agents from any and all claims of damage or loss then or at a later time sustained as a result of an option contracts.

14. I am aware that index options allow investors or speculators to profit from, or hedge against overall market moves. Past events have, however, demonstrated that market moves can be both rapid and unexpected and may create a situation whereby severe losses could be incurred. By signing this Agreement, I acknowledge our understanding of the risks, and willingness to accept these risks.
15. I understand that you reserve the right to modify and/or revoke any or all levels of options trading for which my account had previously been approved should you deem this action necessary.
16. I represent and warrant that (i) the entity or business named on the form is authorized by its organizational or formation documents to transact in the option strategies contemplated by the form and this Agreement, (ii) I am authorized to complete and sign the form and this Agreement on behalf of such entity or business, (iii) I am authorized to exercise investment decisions and place trades on behalf of such entity or business, and (iv) the transactions contemplated by the form and this Agreement will not result in a breach of the organizational or formation documents of such entity or business or the laws governing such entity or agreements to which such entity or business is subject.
17. Before seeking approval to trade listed options in my account, I have considered the characteristics, risks and costs associated with trading options. I have also considered these factors in my decision as to the account type in which I engage in options transactions (e.g., whether to engage in such transactions through a brokerage account, fee-based account, or self-directed account). I understand that the type of account type can impact my costs for options transactions. In a brokerage account, those costs are represented by the commissions and transaction fee charged for each transaction. By contrast, in a fee-based account, there are no charges associated with each individual transactions; rather the costs are represented by the asset-based fee. With respect to costs, I am also aware that some options can have relative short lifespans or expiration cycles (e.g., weekly). I understand that engaging in transactions in short-dated options may result in more frequent transactions than other traditional investment products, and there are costs associated with frequent options trading (e.g., buying, selling, possibly rolling, exercising, and assignments), which can be significant. Additionally, the inherent nature of certain options strategies, such as multi-leg options strategies, can also result in my incurring more costs than other traditional investment products.



Access supplemental materials by clicking on the links below or visiting ml.com/relationships and merrilledge.com/relationships.

Merrill Lynch, Pierce, Fenner & Smith Incorporated (Merrill or we) is registered with the Securities and Exchange Commission (SEC) as both a broker-dealer and an investment adviser. We are a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (www.sipc.org). Our subsidiary Managed Account Advisors LLC (MAA) is also an SEC-registered investment adviser.

You can access free and simple tools to research firms and financial professionals at investor.gov/CRS. It provides educational materials about broker-dealers, investment advisers and investing. We offer both brokerage and investment advisory services. Brokerage and investment advisory services and fees differ and it is important for you to understand these differences.

You choose how you want to work with us:

Three columns describing work options: 1. Work with your dedicated Advisor or your Merrill Financial Solutions Advisor. 2. Work with Financial Solutions Advisors (FSAs). 3. Work on a Self-Directed Basis.

This Client Relationship Summary (CRS) and the Summary of Programs and Services provide an overview of our primary programs, the types of services we provide and how you pay.

What investment services and advice can you provide me?

BROKERAGE SERVICES

In a Merrill brokerage account, you pay commissions and other sales fees on a per transaction basis. We may recommend investments to you, but you make the final decision to buy, sell or hold them.

From time to time, we may voluntarily review the holdings in your brokerage account; however, for purposes of Regulation Best Interest, we do not provide an ongoing monitoring service or monitor your brokerage account and Regulation Best Interest does not require us to do so.

Depending on the qualifications of your financial advisor and how you want to work with us, our brokerage services provide you:

- Investment recommendations and responses to your trade instructions and other requests.
Access to investments, research, financial tools, investment guidance and market education.
Trade execution for purchases and sales of securities and custody of account assets.
Margin lending (borrowing against eligible account assets).
Access to various account types, including the CMA account.

- Access to our Cash Sweep Program where uninvested cash in your account is "swept" into bank deposit accounts affiliated with us or into money market mutual funds.
Cash management services, including direct deposit, checkwriting, debit cards, and electronic funds transfer.
Our Advisors can recommend or make available to you a wide range of investment products. Merrill Financial Solutions Advisors (MFSAs) are very limited under our policies as to the investment products that they can make available to you.
We have FSAs who provide brokerage services to existing clients via a call center or in certain wealth management centers. Enrollments of new clients into an FSA-assisted brokerage account is restricted. You can obtain brokerage services on a self-directed basis through our MESD program, where you will not receive recommendations.
Our Best Interest Disclosure Statement provides material facts about a brokerage account, including fees, material limitations we place on our offerings and conflicts of interest.

Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed, or provided by companies that are affiliates of Bank of America Corporation ("BofA Corp."). MLPF&S is a registered broker-dealer, registered investment adviser, Member SIPC and a wholly owned subsidiary of BofA Corp. Merrill Lynch Life Agency Inc. ("MLLA") is a licensed insurance agency and a wholly owned subsidiary of BofA Corp. Banking products are provided by Bank of America, N.A., Member FDIC and a wholly owned subsidiary of BofA Corp. Investment products offered through MLPF&S, and insurance and annuity products offered through MLLA:

Table with 3 columns: Are Not FDIC Insured, Are Not Bank Guaranteed, May Lose Value. Sub-headers: Are Not Deposits, Are Not Insured By Any Federal Government Agency, Are Not a Condition to Any Banking Service or Activity.



### INVESTMENT ADVISORY SERVICES

Merrill offers a variety of investment advisory programs (IA Programs). Each IA Program is described in its IA Program brochure available at [ml.com/relationships](http://ml.com/relationships) and [merrilledge.com/relationships](http://merrilledge.com/relationships). The IA Program brochure provides material facts about the program, including **fiduciary services, program fees and conflicts of interest**.

When you enroll in one of our IA Programs, we act as your investment adviser in providing you the services described in that IA Program's client agreement and brochure. These services include advice and guidance, access to investment strategies and certain brokerage and custody services, among others. We provide **ongoing monitoring** for an account enrolled in an IA Program as described in its brochure. You pay an **asset-based fee** and not on a per trade basis.

MAA provides discretionary services in certain IA Programs. It invests assets by implementing investment strategies of Merrill and/or third-party managers selected for your IA Program account. It also processes contributions and withdrawals and provides other services.

In certain IA Programs, you can choose to make investment decisions yourself and/or to grant us or a manager discretion or authority to make investment and trading decisions for your account on your behalf. Discretion is triggered when you grant it and remains in effect until you revoke it.

The range of investment solutions that you can access depends on the IA Program you select and whether you are working with your dedicated Advisor or MFSA whom you have selected, working with one of our FSAs, or working on a self-guided basis. Our IA Programs for retail investors are:

**Merrill Lynch Investment Advisory Program (IAP)**. You receive investment advice and guidance from your Advisor or your MFSA, as the case may be. Depending on their qualifications, you can work with your Advisor or MFSA to choose among Merrill-managed and third-party managed investment strategies, including with a manager under a separate contract between you and the manager. If you work with an Advisor, you have access to invest in individual securities, including equities, debt and fund securities and you can choose to delegate investment and trading discretion for your Account or retain investment discretion.

**Strategic Portfolio Advisor Service (SPA)**. By enrolling in SPA, you have access to investment advice from your Advisor and the ability to access certain investment strategies offered by third-party managers under a separate contract between you and the SPA manager.

**Managed Account Service (MAS)**. MAS provides you with the ability to select under a separate contract certain investment strategies of third-party managers not offered in our other IA Programs. We do not provide advice or recommendations about this selection.

**Merrill Guided Investing with Advisor (MGI with Advisor)**. This IA Program offers you access to invest in a limited list of investment strategies managed by Merrill that you select through an online, interactive website with the advice and

guidance from FSAs.

**Merrill Edge Advisory Account (MEAA)**. MEAA is a legacy program that is very similar to MGI with Advisor, where you receive advice and guidance from FSAs but do not use the online interactive website.

**Merrill Guided Investing (MGI)**. Through MGI, you can access a set of Merrill-managed investment strategies through an online, self-guided interactive website on a self-guided basis.

**Institutional Investment Consulting (IIC)**. This program provides specified investment portfolio services to the investment portfolios of IIC-eligible clients.

All of these IA Programs have differing service and relationship approaches and requirements. Certain of the same managed investment strategies are available in several of our IA Programs.

You should evaluate which IA Program is right for you considering your investment profile; your preferences on working with a dedicated Advisor or dedicated MFSA whom you select, with FSAs, or on a self-guided basis; the scope of the capabilities of an Advisor, MFSA or FSA and the limitations, if any, on their services; the nature of the IA Program services; the types of IA Program services you want; the investment solutions available in each IA Program; and the IA Program fees.

### FOR BOTH BROKERAGE AND INVESTMENT ADVISORY SERVICES

When we make a recommendation to you about the type of account or program to select, we are acting as both a broker-dealer and an investment adviser.

We make available a wide variety of investment products and investment solutions based on factors such as account limitations, eligibility and our product approval process. Not all of our financial advisors can offer all available products, particularly MFSAs and FSAs.

The investment options available to brokerage and IA Program-enrolled accounts include products that are sponsored or managed by product providers unrelated to us. There are a limited number of products in which we or our affiliates have an interest. For certain products, we require that the product provider or sponsor enter into distribution agreements with us and, in certain cases, they must agree to make payments to us for revenue sharing, sub-accounting services and for compensation purposes. These material limitations are further described in the [Best Interest Disclosure Statement](#).

Merrill utilizes its own broker-dealer capabilities and those of Bank of America Securities, Inc. (BoFAS) and other related entities to provide you with certain investment products and services, including trade execution, access to research and cash management services.

For a CMA Account, there is a minimum funding of \$20,000 in cash and/or securities (with a \$2,000 minimum for a subaccount). This does not apply to an account enrolled in MGI, MGI with Advisor, MEAA or to an MESD account. Certain investment products and IA Programs are subject to minimum investment amounts detailed in offering materials and IA Program brochures.

Not all account type options provide the services described in this CRS.

**Questions you can ask us about our services:** • Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service or both types of services? Why or why not? • How will you choose investments to recommend? • What is your relevant experience, including your licenses, education and other qualifications and what do they mean?

## What fees will I pay?

### FEES IN A BROKERAGE ACCOUNT

You will pay a fee for each transaction in a brokerage account. The types of fees you pay are known as, for example, commissions, mark-ups, mark-downs or sales charges. These fees can be a direct payment from you. For certain investment products, the product sponsor or the manager will pay the fees and costs to us based on the value of your investment.

Brokerage transaction fees vary from product to product. The [Best Interest Disclosure Statement](#) includes an overview of brokerage fees and other account charges. Certain fee information is also found by accessing the materials listed on page 4 of this CRS. An overview of the MESD brokerage fees and charges is available at [merrilledge.com/pricing](http://merrilledge.com/pricing).

The trade confirmation you receive will provide the amount of the fees charged for the transaction. The offering materials available for certain types of investment products provide information about the fees and costs of those products.

**The more trades that you make in your brokerage account, the more we and/or your financial advisor get paid, giving us a financial incentive to encourage transactions in your account.**

### FEES IN AN IA PROGRAM-ENROLLED ACCOUNT

You pay us an IA Program fee that covers investment advisory services, trade execution and custody at Merrill. The IA Program fee is based on the value of the assets in your account at the annualized fee rates listed below:

**IAP:** If you work with an Advisor: a Merrill fee rate agreed to with your Advisor (max 1.75%) and an IAP strategy manager fee rate (if applicable). If you work with an MFSA: a Merrill fee rate (max 1.10%) and an IAP strategy manager fee rate (if applicable). The IAP strategy manager fee is paid to the manager.

**SPA:** A Merrill SPA rate agreed to with your Advisor (max 1.50%) and a SPA manager fee rate paid to the manager.

**MAS:** A MAS rate agreed to with your Advisor (max 1.80%) for Merrill services and a MAS manager fee rate paid to the manager.

**MGI with Advisor and MEAA:** A fee rate of 0.85%.

**MGI:** A fee rate of 0.45%.

**IIC:** A rate agreed with your Advisor (max 0.45%).

The Merrill fee component of the IA Program fee for IAP, SPA, MAS and IIC are **negotiable**. Depending on the IA Program, the fee is paid monthly or quarterly. The relevant IA Program

brochure available at [ml.com/relationships](http://ml.com/relationships) provides more detail about the fees and costs you may incur.

**The more assets there are in your IA Program-enrolled account, the more you will pay in fees, giving us a financial incentive to encourage you to increase the assets in your account.**

### ADDITIONAL FEE INFORMATION

Advisors and MFSAs, but not FSAs, may discount or waive certain transaction fees and charges based on our discount or waiver requirements. You may qualify for a discount or waiver according to applicable reward and rebate programs.

Certain brokerage and IA Program services, as well as investment products, may only be provided by Advisors, MFSAs and FSAs who meet qualifications and training requirements.

Certain products have built-in fees and expenses (described in their offering materials) that the product manager or sponsor charges for services, portions of which may be paid to us.

**You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time.** Please make sure you understand what fees and costs you're paying.

**What are your legal obligations to me when providing recommendations as my broker-dealer or when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

### STANDARD OF CONDUCT AND CONFLICTS OF INTEREST

**When we provide you with a recommendation as your broker-dealer or act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours.** At the same time, the ways we and our affiliates make money create some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you. Here are some examples of conflicts to help you understand what this means:

**Affiliate benefits.** Our affiliates receive compensation and/or economic benefits in connection with certain of the services provided and certain investment products that we recommend or make available to you.

**Third-party payments for services.** We receive compensation from certain product sponsors for the sub-accounting and shareholder services we provide them. We also have agreements with certain product sponsors to pay us marketing support and other revenue sharing payments under certain circumstances. Product sponsors share in the costs of certain educational meetings for clients and our employees, including Advisors, MFSAs and FSAs.

**Principal trading.** Some of your securities transactions will be executed with our affiliate BofAS. BofAS makes money when executing your securities transactions as well as when acting as an underwriter for new issue offerings of securities offerings for corporate issuers.

For other conflict information, please review our [Best Interest Disclosure Statement](#) and/or our IA Program brochures at [ml.com/relationships](#) and [merrilledge.com/relationships](#).

#### Questions you can ask us about fees and conflicts:

- Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?
- How might your conflicts of interest affect me and how will you address them?

#### How do your financial professionals make money?

We determine Advisor, MFSA and FSA compensation and the eligibility rules for the offering of brokerage services, IA Program services and certain investment products. This determination is based on the experience of the person, the time and complexity required to meet a client's needs, the products sold and product sales commissions, and other factors such as client and asset acquisition and the revenue we earn.

Compensation payments present a conflict of interest. For brokerage services, the conflict arises based on the type and frequency of transactions in your Account. For IA Programs, the conflict arises based on the compensation we make due to your enrollment in a fee-based program and the fee that you agree to or are charged.

#### BROKERAGE COMPENSATION

Advisors are primarily compensated based on commissions and other types of transaction fees and service charges related to transactions in your brokerage Account. Advisor compensation is based on what we charge you for executing your trade and what we receive from product sponsors for the sale of their products, where applicable.

Certain products have higher transaction fees and service charges than other products. An Advisor will receive more compensation for selling certain products over other products and this is a conflict of interest.

MFSA's and FSA's who provide brokerage services are compensated through a salary and performance-based incentive compensation.

#### INVESTMENT ADVISORY COMPENSATION (IA Programs)

Advisors who are qualified to offer IAP, SPA and MAS receive a portion of the particular IA Program fee as compensation based on the factors outlined in the first paragraph of this section. MFSA's (who offer IAP but only as to certain managed strategies) and FSA's (who offer MGI with Advisor or MEAA) receive compensation in the form of salary and incentive compensation that is not based on the applicable IA Program fee.

#### OTHER COMPENSATION INFORMATION

Advisors, MFSA's and FSA's may receive awards for asset gathering efforts and meeting performance goals during the

year and share in fees charged for services provided to you by us and companies related to us as referral payments. Advisors who join Merrill from other firms are eligible to receive additional payments based on the revenues generated from accounts they manage at particular points in time.

#### Do you or your financial professionals have legal or disciplinary history?

Yes. Please visit [Investor.gov](#) for a free and simple tool to search us and our financial professionals.

#### Additional Information

For the latest copy of this disclosure, go to [ml.com/CRS](#). For a copy of the [Best Interest Disclosure Statement](#), go to [ml.com/bestinterestdisclosure](#). To receive a paper copy of either document free of charge, you may call your Advisor or your MFSA, contact an FSA or call us at 800.637.7455.

We provide you with additional transaction information through other documents such as trade confirmations, prospectuses, offering materials and account statements.

Certain client agreement forms and the materials listed below are available by clicking the blue highlighted words or by going to [ml.com/relationships](#) and [merrilledge.com/relationships](#).

- [Summary of Programs and Services](#)
- [Best Interest Disclosure Statement](#)
- [IA Program Brochures](#)
- [Important Information about your Merrill Lynch Relationship](#)
- [List of Account Types](#)
- [Merrill Explanation of Fees](#)
- [Merrill Edge Explanation of Fees](#)
- [Merrill Schedule of Miscellaneous Account and Service Fees](#)
- [Merrill Edge Schedule of Miscellaneous Account and Service Fees](#)
- [Sweep Program Guide](#)
- [Mutual Fund Investing](#)
- [Offshore Mutual Fund Investing](#)

**Questions you can ask us:** • As a financial professional, do you have any disciplinary history? For what type of conduct? • Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? • Who can I talk to if I have concerns about how this person is treating me?