## **Summary of Programs and Services**

At Merrill Lynch, you can choose from one or more programs and services, based on your investment objectives, account preferences, need for ongoing advice, and your interest in particular investment solutions.

## Advice and service approach

You choose your dedicated Wealth Management Advisor and team, who will work with you to design a personalized financial strategy based on, among other things, your financial situation and needs, goals, risk tolerance and investment objectives

With a Merrill Lynch account, you have access to:

- Personalized advice consistent with your financial strategy
- Full-service brokerage services with transaction-based pricing
- A comprehensive range of investment solutions, including estate planning, charitable giving, insurance, and tax planning solutions
- The choice of investing some or all of your assets through the Merrill Lynch Investment Advisory Program (MLIAP), which provides you:
  - A monitored investment advisory program with fiduciary advice and services
  - Choice of discretion over day-to-day investment decisions
  - Access to a full range of investment solutions, including third party and firm managed strategies

You have access to online tools, research and information to make your own investment decisions, or you can access Merrill Edge Financial Solutions Advisors,<sup>TM</sup> via phone or in designated Bank of America financial centers, to help you pursue your financial goals with selected investment strategies

Depending on your type of Merrill Edge account, you have access to:

- *Merrill Edge Online Investing & Trading:* online tools, guidance and research, and trade execution to put your own investing ideas into action
- *Merrill Guided Investing (MGI):* an online investment advisory program that delivers fiduciary advice and access to a set of managed strategies using exchange traded funds (ETFs) and mutual funds aligned to your goals
- Merrill Edge Select® Portfolios (MESP): an investment advisory program that provides fiduciary advice, supported by Financial Solutions Advisors, and offers access to a set of mutual fund/ETF strategies aligned to your objectives

There are certain investment strategies that are offered in each of MLIAP, MGI and MESP. Each of these investment advisory programs offers different service models, advisory services, access to investment solutions and minimum investment requirements. These programs are also available for different annual asset-based fees. See the fee information on page 3.

Merrill Lynch is the marketing name for Merrill Lynch Wealth Management, and Merrill Edge®, both of which are made available through Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). Merrill Edge is available through MLPF&S, and consists of the Merrill Edge Advisory Center (investment guidance) and self-directed online investing.

MLPF&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of Bank of America Corporation (BofA Corp). Merrill Lynch Life Agency Inc. (MLLA) is a licensed insurance agency and wholly owned subsidiary of BofA Corp.



Investment products offered through MLPF&S and insurance and annuity products offered through MLLA:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
Are Not Deposits	Are Not Insured by Any Federal Government Agency	Are Not a Condition to Any Banking Service or Activity

## Overview of the programs and services available

	Merrill Lynch Investment Advisory Program (MLIAP) <sup>1</sup>	Merrill Lynch Brokerage	Merrill Edge Select <sup>®</sup> Portfolios (MESP) Merrill Guided Investing (MGI)	Merrill Edge Online Investing & Trading
Key features and services	<ul> <li>Investment advisory program<sup>2</sup></li> </ul>	<ul> <li>Brokerage services for taxable and retirement assets</li> </ul>	<ul> <li>Investment advisory programs<sup>2</sup></li> </ul>	<ul> <li>A self-directed brokerage account</li> </ul>
	<ul> <li>Your dedicated advisor team provides fiduciary advice and services</li> </ul>	<ul> <li>Your dedicated advisor team provides suitable investment recommendations</li> </ul>	<ul> <li>Fiduciary advice and ongoing monitoring services are delivered via the online advisory program (MGI) or Financial Solutions Advisors (MESP)</li> </ul>	<ul> <li>Investment advice is not provided; you make your own investment decisions and place trades</li> </ul>
	• You work with your dedicated advisor team to develop an investment portfolio personalized to your goals, with advice and active ongoing monitoring of your investments, trade execution, and other advisory services; you also have choice of discretion over investment decisions	<ul> <li>You work with your dedicated advisor team to access advice based on, among other things, your investment objectives and for trade execution, but with no obligation of ongoing monitoring by us</li> </ul>	<ul> <li>MESP: You work with a Merrill Edge Financial Solutions Advisor to select from a set of managed investment strategies aligned to your goals</li> <li>MGI: You have online, self-guided access to a set of managed investment strategies aligned to your goals</li> </ul>	• You have the capability to invest online and place trades using our online resources, with access to tools and research to inform your investing
Type of fee	• Annual fee, based on assets in the account	<ul> <li>Transaction fees and/or sales charges (commissions, markup &amp; markdowns, sales charges)</li> </ul>	• Annual fee, based on assets in the account	<ul> <li>Transaction fees and/or sales charges</li> </ul>
Investment choices <sup>3</sup>	<ul> <li>Equities &amp; listed options</li> <li>Fixed income securities</li> <li>Brokered certificates of deposit (CDs) &amp; money market funds (MMFs)</li> <li>ETFs, mutual funds (MFs) &amp; unit investment trusts (UITs)</li> <li>Market-linked Investments</li> <li>Annuities</li> <li>Alternative Investments</li> <li>A full range of third party and firm managed strategies</li> <li>Discretionary personalized strategies</li> </ul>	<ul> <li>Equities &amp; listed options</li> <li>Fixed income securities</li> <li>CDs &amp; MMFs</li> <li>ETFs, MFs &amp; UITs</li> <li>Market-linked Investments</li> <li>Annuities</li> <li>Alternative Investments</li> </ul>	<ul> <li>MESP: A set of MF/ETF-based strategies</li> <li>MGI: A set of ETF/MF-based strategies</li> </ul>	<ul> <li>Equities &amp; listed options</li> <li>Fixed income securities</li> <li>CDs &amp; MMFs</li> <li>ETFs</li> <li>MFs</li> </ul>

<sup>1</sup> We also offer investment advisory services through the Merrill Lynch Strategic Portfolio Advisor Service ("SPA") for certain investment strategies offered by third-party investment managers that provide discretionary management through a separate agreement. Clients seeking trust services may open Trusteed IRA accounts (TIRAs) with U.S. Trust and then enroll in IAP and BlackRock Sub-advised Strategies to receive certain specialized trust services. Talk to your advisor or a trust specialist for more information. <sup>2</sup> Certain products offered in Merrill Lynch brokerage accounts are also available in MLIAP and in Merrill Edge at differing fees and with differing services. The set of investment strategies offered in MESP and MGI programs are also offered in MLIAP where you have access to your dedicated advisor for personalized advice and MLIAP services. Depending on your agreed upon MLIAP fee, you may pay a higher fee than the MESP or MGI fee charged for investment strategies in their fiduciary programs. <sup>3</sup> The investment choices available to you depend on the type of account and product eligibility requirements.

## Overview of certain applicable fees and charges to consider

		Merrill Lynch Investment Advisory Program (MLIAP) <sup>1</sup>	Merrill Lynch Brokerage	Merrill Edge Select <sup>®</sup> Portfolios (MESP) Merrill Guided Investing (MGI)	Merrill Edge Online Investing & Trading
CERTAIN ACCOUNT& INVESTMENT SERVICES FEES	Annual Account Fee	Not applicable	At a rate of \$125/\$25 per year for CMA master account and sub-account (waiver may apply)	Not applicable	None
	Asset-Based Annual Fee <sup>2</sup>	At a rate agreed upon between you and your advisor, up to a maximum rate based on client relationship	Not applicable	MESP: 0.85% MGI: 0.45%	Not applicable
	Transaction- based Fees Charged by Merrill LynchNot applicable, but certain charges will apply as described in the MLIAP Program Brochure	For advisor-assisted support and trade execution in: Equities and ETFs: 0.50% -	Not applicable, but certain charges will apply as described in the MESP and MGI Program Brochures	For online trades in: Equities and ETFs <sup>3</sup> : \$6.95 Options: \$6.95 + \$0.75	
		5.00% of principal value Options: Varies, most trades at 3.00% - 6.00% of premium Fixed Income: 0.00% - 2.00% of notional value, based on bond type CDs: 0.00% - 0.30% annualized rate based on tenor, of notional		per contract Fixed Income: Price and yield as quoted CDs: 0.02% - 0.30% annualized rate based on tenor, of notional	

The following money market & mutual fund fees are charged against your investments in the fund and are payable to Merrill Lynch. The sales charges and other fees depend on the particular fund and share class purchased. See the applicable fund prospectus for details.

Front End Sales Charge or "Load"	Fees are covered by the asset-based fee above	MMFs: None MFs: Sales charge is either payable upfront or in arrears	Fees are covered by the asset-based fee above	MMFs: None MFs: Both no load and front load share classes are available
Ongoing 12b-1 Fees	Generally not included in the share class available	MMFs: From 0.00% - 0.125% per year MFs: From 0.10% - 1.00% per year	Generally not included in the share class available	MMFs: From 0.00% - 0.125% per year MFs: From 0.00% - 1.00% per year
Sub Accounting/ Shareholder Servicing/ Transfer Agency Fee <sup>4</sup>	MMFs & MFs: Up to \$21 per position or 0.15% of investment	MMFs: Up to \$15 per position or up to 0.10% of investment MFs: Up to \$21 per position or 0.15% of investment	For MMFs & MFs, up to \$21 per position or 0.15% of investment	MMFs: Up to \$15 per position or up to 0.10% of investment MFs: Up to \$21 per position or 0.15% of investment

<sup>1</sup> Clients seeking trust services may open TIRAs with U.S. Trust.<sup>2</sup> Asset-based annual fee rates for U.S. Trust managed accounts enrolled in MLIAP differ due to the differences in the programs, offerings and services. The maximum Merrill Lynch Fee Rate in MLIAP is 2.2%. The annual fee rate applicable to the MLIAP, MGI and MESP accounts differ due to differences in the programs, service model, investment offerings and program services. Additional expenses, fees and charges apply as provided in the applicable program documents. <sup>3</sup> Other fees may apply. Sell trades are subject to a transaction fee of between \$0.01 and \$0.03 per \$1,000 of principal. There are costs associated with owning ETFs. To learn more about Merrill Edge pricing, visit merrilledge.com. <sup>4</sup> Certain retirement accounts may receive a fee rebate.

## Important information

This Summary of Programs and Services summarizes, for informational purposes only, the type of advice, investments and fees associated with the various programs and services available to you. It is an overview and is not meant to replace your close review of the terms and conditions of the Merrill Lynch programs and account types and services available. This Summary does not constitute a modification of, or amendment to, the charges, fees and terms set forth in any other account and/or program agreements and disclosures.

Merrill Lynch is both a full service broker-dealer and a registered investment adviser, and offers a wide variety of brokerage and investment advisory products and services. We offer a number of investment advisory services, which include both discretionary and non-discretionary management of your account. As a registered investment adviser, Merrill Lynch is obligated to provide specific disclosures and act in accordance with fiduciary obligations as required by applicable law and regulation. When you engage Merrill Lynch to provide brokerage services through your advisor, we are obligated to execute transactions in your account as you instruct, deal fairly with you, and make recommendations that are suitable based on, among other things, your stated risk tolerance, financial situation and needs and investment objectives.

Fee ranges are provided for informational purposes only. The fee information included in this Summary does not cover all available investment types or solutions. They have their own payment schedules. In addition, there are other fees and charges that apply to securities activities in your account. Certain commissions may be discounted by your advisor. Individual circumstances will determine commission prices and whether you qualify for any waivers or discounts.

Mutual funds are offered in various share classes that have different fees and expenses. The share classes available for purchase vary among the Merrill Lynch investment programs and account offerings. Many mutual funds offer various sales charges, discounts or waivers depending on the terms of the relevant prospectus. Because fees change frequently and are sometimes waived, you should examine the fund prospectus carefully for specific information before investing. In addition, please review the Mutual Fund Investing at Merrill Lynch Brochure, which is provided to you at account opening and can be obtained from your advisor. This Brochure also contains information on money market funds.

Only qualified clients may invest in certain alternative investments.

If you choose to invest in one of the programs offered by Merrill Edge after receiving this document, your advisor will receive compensation based on the account's value.



Merrill Edge, Merrill Edge Advisory Center, and Merrill Edge Financial Solutions Advisor are trademarks of Bank of America Corporation.

# Merrill Edge Advisory Account Program Client Agreement



## 1. ABOUT THIS AGREEMENT

This Agreement defines the investment advisory relationship between you and Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and its Affiliate company, Managed Account Advisors LLC (MAA), in providing you with the various services available now and in the future (Services) through the Merrill Edge Advisory Account Program (the Program). Both MLPF&S and MAA are wholly-owned subsidiaries of Bank of America Corporation and are collectively referred to as "Merrill Lynch," "we," or "us."

All capitalized terms are defined in the body of this Agreement and/or in the Glossary, which can be found at the end of this Agreement.

We have prepared a written disclosure Brochure, which is included with this Agreement, that contains a detailed description of the Program, including the Services available to you, the trading and other authority that you may or retain for yourself, and important information you should consider before enrolling in the Program. Please keep the Brochure for future reference and contact a Merrill Edge Financial Solutions Advisor with any questions you may have. You and we agree and acknowledge as follows:

## 2. OUR SERVICES

#### Role of Merrill Lynch

You appoint us to act as your investment adviser and agent and you grant us a power of attorney with respect to the Services you choose, and authorize us to enter into relationships on your behalf with certain other entities as we deem necessary to provide you with those Services.

### **Investment Advisory Services**

The Program provides various financial services and investment solutions for clients seeking investment advice. As part of the Program a Financial Solutions Advisor and you work together to determine your financial portfolio goals and priorities, select one or more investment strategies designed to pursue those portfolio goals and priorities, and you grant us the authority to implement the investment strategy for your Account on a discretionary basis. We may add, change, or eliminate Services from time to time and will inform you when such changes are made, when applicable.

**Portfolio Advice**. The Program offers you the ability to combine the assets held in your Account(s) into one or more groups, each of which we refer to as a Portfolio. By grouping assets held in multiple Account(s) into Portfolios, the Program will provide you with the flexibility to pursue different investment goals by allowing you to have each Portfolio, and each Account within a Portfolio, managed in accordance with a different objective or Strategy type, should you so choose. Once you have identified one or more Portfolios, a Financial Solutions Advisor will assist you in establishing an asset allocation and identifying a single Strategy or group of Strategies aligned with that asset allocation and other factors. In certain cases, you may be required to open a separate Account for each Strategy, so you may need to group one or more Accounts together to implement a Portfolio.

Our advice with respect to the assets in each Account in a Portfolio is intended to be consistent with and limited by your:

- Portfolio investment objective, risk tolerance, time horizon and liquidity needs;
- Portfolio target asset allocation;
- Account investment restrictions; and/or
- Account investment objective or other applicable factors.

#### Your Strategies

There are different types of Strategies that are available to you.

**In General.** Regardless of whether you choose to group your assets into a Portfolio, you must select a Strategy that we will use in managing your assets for each Account.

You may select your Strategies or make changes to your selections by contacting a Financial Solutions Advisor. Certain Services may require you to complete a written election form. Any designation or change you request is effective when accepted by us.

**Strategies**. The Strategies include various investment solutions created and implemented by Merrill Lynch. You keep for yourself the authority to select a Strategy for your Account. By choosing a Strategy, you authorize us to implement that Strategy in your Account.

Merrill Lynch will have full trading authority over the assets in the Strategy you select for your Account, and may invest, reinvest, purchase, sell, exchange, convert and otherwise trade assets, and establish accounts with other broker- dealers as necessary for the purpose of effecting transactions in your Account, without contacting you.

From time to time, we may determine to no longer offer a certain Strategy. In such an event, a Financial Solutions Advisor will work with you to select a replacement Strategy that may be right for you. However, in the event a replacement Strategy is not selected, you authorize us, with prior notice to you, to enroll you in another Strategy that is managed in a manner consistent with your investment objective and goals for the Account.

#### **Brokerage Services**

The Program Fees you pay generally cover the custody of your assets and the execution of securities transactions in your Account (except as otherwise indicated). These brokerage services, including any cash balance sweep arrangements, are more fully described in your Account documentation and in Section 3 of this Agreement under the subheadings "Custody" and "Execution Services." Certain brokerage or banking features, such as check writing and/or debit card, are not available for Accounts enrolled in the Program.

## Account Preferences and Other Elective Services

The Program offers a number of account preferences and elective services that you can select from, which are described below. You may add/or change account preferences and elective services at any time; a separate written form may be required for certain additions or changes.

**Proxy Voting.** Merrill Lynch will not vote or advise you about the voting of proxies for the securities held in your Account. Similarly, Merrill Lynch will not act for or advise you regarding legal proceedings, including bankruptcies or class actions, involving securities held in your Account. Any information or documents received for distribution to clients with regard to the above will be sent to you. Merrill Lynch will also promptly send to you all proxies and related shareholder communications for the securities held in your Account. With respect to corporate actions not requiring a proxy vote, you direct MAA to respond to such corporate actions, including reorganizations, with respect to securities held in your Account. If your Account is subject to the provisions of ERISA, you represent that plan documents and applicable law authorize voting authority to be reserved to the trustee(s) either in the discretion of the trustee(s) or pursuant to the discretion of a named fiduciary. To the extent

that instructions regarding the voting of proxies are not received and as permitted by law, Merrill Lynch will comply with the rules of the SEC and any applicable self-regulatory organizations relating to such matters.

**Frequency of Trade Confirmation Statements.** You will receive trade-bytrade confirmation for transactions in your Accounts however, you may elect to receive transaction information on a periodic basis, no less than quarterly, if you do so, you understand the following:

- We will send copies of trade-by-trade confirmation information to you, as applicable, and MAA in accordance with applicable law.
- You will not pay a different fee if you elect to receive periodic confirmation statements.
- You can rescind this instruction in writing at any time.
- Electing periodic confirmations is not a condition for entering into or continuing to participate in a Service or the Program.
- You may request to receive, at no additional cost, trade-by-trade confirmations effected for your Account for up to one year after we send the last periodic statement reflecting those transactions.
- You may receive interim updates and further details concerning any transaction effected between periodic statements either online (if you're enrolled) or by calling a Financial Solutions Advisor.

**Reasonable Investment Restrictions.** You may provide us one or more reasonable investment restrictions that you would like to impose for any Account, such as identifying a security that should not be purchased.

- If you request investment restrictions, our compliance with the restrictions will be as of the date of purchase or recommendation only, based on the price and characteristics of the investment on that date.
- A restriction will not be violated due to changes in the value or status of an investment following the purchase or recommendation.
- Restrictions do not apply to the underlying investments in any pooled investment vehicle, such as a Fund.
- Restrictions that you impose may have an impact on your investment performance, asset diversification, and the achievement of your investment goals and objectives. The imposition of one or more restrictions also may cause your Account performance to vary from that of other accounts managed pursuant to the same Strategy.
- If a restriction is considered reasonable, we will have discretion to redirect the portion of your assets aligned to the restricted security equally across the other investments in the Account (on a pro rata basis), to select a substitute security, or hold it in cash.
- If a restriction is considered or becomes unreasonable, you will be notified and required to modify or rescind the restriction.

Electronic Delivery of Certain Materials. Unless you indicate otherwise in writing, you agree to delivery of any Program documents, disclosures and notices by referring you to a website designated by us (merrilledge.com/advisory-account-program-brochure), or, in our discretion, by email to an email address you provide to us for such purpose, in lieu of paper copies. You may revoke your consent to electronic delivery of Program documents, disclosures and notices, and receive paper copies of these Program documents, disclosures and notices at any time by providing a written request to your Financial Solutions Advisor.

You represent that you have access to a computer with adequate hardware and software capability to access the documents we provide through the website we indicate or by email. The documents and other information we deliver electronically may be formatted in Adobe Acrobat's portable document format (PDF), hypertext mark-up language (HTML) or other file formats we deem appropriate. To view or print documents provided in PDF form, you will have to obtain the Adobe Acrobat Reader, which is available free of charge at Adobe's website (located at www.adobe.com), and install it on your computer. We are not liable for any costs you may incur in accessing or printing the documents or any computer problems (including viruses) you may incur in accessing the documents.

In addition, consistent with your general consent to delivery of documents electronically as specified above, we currently provide electronic delivery of Program materials, including Account-specific documents, through an internet website designated by us (merrilledge.com). To participate, you must access the website and sign up for delivery of documents, disclosures and notices related to the Program through the website.

## 3. OPERATION OF YOUR ACCOUNT; IMPLEMENTING ADVICE

### **Funding Your Account**

You may initially fund, or subsequently contribute to, your Account by depositing cash and/or investments that are acceptable to us. Please ask a Financial Solutions Advisor whether investments you wish to deposit are eligible or acceptable. You should consider all relevant factors before contributing investments, including:

- Whether you paid a commission, front-end sales charge, other sales fee
  or charge, or may be subject to contingent deferred sales charges or
  redemption fees, as all such charges are in addition to the Program Fee,
  and
- With respect to mutual fund shares, whether you will be able to purchase additional shares of that or any mutual fund in your Account, as well as our ability, without further notice to you, to convert any such shares that are ineligible into a class of shares of the same Fund that are eligible.

How We Handle Ineligible or Unacceptable Assets In Your Account For any investments not eligible or not acceptable for a Service or Strategy, you authorize and direct us to sell those investments promptly. We will not act as an investment adviser in connection with these transactions.

Although we may not choose to do so, we are authorized to charge a commission or execute a principal transaction for the sale of these investments. We are authorized to open a similar type of Merrill Lynch account and transfer the ineligible or unacceptable investments to such account when:

- We are unable to sell the investment; or
- You direct us in writing not to liquidate the investment.

Notwithstanding the foregoing, we reserve the right to terminate your Account if you hold ineligible or unacceptable assets in an Account enrolled in the Program.

If you contribute or hold mutual fund shares in the Program that we deem to be ineligible for the Program, you instruct us, without further notice to you and on an on-going basis, to convert such shares into a class of shares of the same mutual fund we deem to be eligible, which will be subject to the Program fee. You also instruct us to convert a class of shares of a mutual fund that is eligible in the Program to another class of shares of the same mutual fund when we believe that the fee structure of the new class of shares will be more beneficial to you.

#### Withdrawing Funds from Your Account

We will attempt to process all withdrawal requests in a prompt manner. If your withdrawal request requires the liquidation of any securities, it may take up to five (5) business days to process. Frequent withdrawals may affect the performance, asset allocation and achievement of your investment goals and objectives.

#### Custody

Merrill Lynch or our Affiliates will act as custodian for the assets through your brokerage or other Account.

#### **Execution Services**

You authorize and direct that all transactions in your Account, except as provided below, be executed by or through Merrill Lynch or our Affiliates, acting as agent or, to the extent permitted by law, as principal.

If this Agreement relates to a Retirement Account that is subject to ERISA, transactions will be effected by or through Merrill Lynch or our Affiliates in compliance with Department of Labor Prohibited Transaction Exemption 86-128, or otherwise in a manner that is not prohibited by ERISA.

If we cannot execute a transaction on your behalf, you authorize and direct us to execute the transaction through a broker-dealer that is not an Affiliate of Merrill Lynch. That broker-dealer may act either as agent and charge commissions or act as principal, and receive compensation that is in addition to the Program Fee.

**Principal Transactions.** If permitted by law, and subject to your consent as described in the Brochure, we or our Affiliates may execute transactions for your Account on a principal basis (that is, when we or our Affiliate sell a security to you, or buy a security from you, for our own account). Principal transactions may give you access to investment opportunities or trade executions that might not otherwise be available to you. Principal transactions generally may not be effected for Retirement Accounts.

Conflicts of interest are present when we execute principal transactions, including that we may have an incentive to recommend the purchase of a security in our inventory that may be otherwise difficult to sell, and we may receive the following additional compensation:

- A commission, markup or markdown, underwriting fee or selling concession, or other compensation with respect to the transaction.
- The spread or the difference between the price we pay for a security and the price at which we sell it to you, or between the price we may pay for a security that we may buy from you and the price for which we may later sell it.

**Investment Adviser Cross Transactions**. From time to time, we or our Affiliate, may cause your Account to engage in a transaction for the purchase or sale of a security with another investment advisory client, in accordance with applicable law. Such a transaction would be entered only when the transaction is determined to be in the best interest of each client, and no compensation would be received in connection with the transaction.

Agency Cross Transactions. You give us permission to engage in agency cross transactions for your Account, except where prohibited by law. You may revoke your consent at any time by notifying us in writing. An agency cross transaction occurs when we or our Affiliate act as agent for both buyer and seller in a transaction for your Account. Since these entities generally will receive compensation from each party to an agency cross transaction, there is a potential conflict between the responsibilities and loyalties to you and to the other party to the transaction.

If this Agreement relates to a Retirement Account, agency cross transactions will be effected for the Account in compliance with Department of Labor Prohibited Transaction Exemptions 86-128 or another applicable or available prohibited transaction exemption, or otherwise in a manner that is not prohibited by ERISA or the Code.

#### Aggregation of Orders

We may, but are not required to, aggregate orders for the sale or purchase of securities for your Account with orders for the same security for our other clients, proprietary accounts, or the accounts of our employees and/or related persons. Each Account participating in an aggregated transaction will be charged or credited with the average price and, when applicable, its pro rata share of any fees.

#### Who Responds to Corporate Actions

Any corporate actions, such as voting on company reorganizations, for securities in your Account will be sent to you.

#### Advice for Legal Proceedings

We will not advise you or act on your behalf regarding any legal matters (e.g., bankruptcies and class action lawsuits). Unless we agree otherwise, we will send you any documents we receive regarding those matters.

#### **Our Fiduciary Responsibility**

MLPF&S and MAA have certain fiduciary responsibilities to you under the Investment Advisers Act of 1940 for Accounts subject to this Agreement.

MLPF&S and MAA will be a fiduciary under ERISA or the Code with respect to the Services provided to a client that is a Retirement Account. MLPF&S and MAA each will be an investment manager to the extent you have given MLPF&S or MAA discretion to manage, acquire or dispose of securities or other assets of such Retirement Account. In such case, MLPF&S and MAA each represents that it is a Qualified Professional Asset Manager (QPAM) as that term is defined in Department of Labor Prohibited Transaction Class Exemption 84-14, as amended.

## 4. COMMUNICATING WITH EACH OTHER

### **Communicating with You Regarding Your Portfolios and Accounts** We will periodically communicate with you about your Portfolios and Accounts. You should carefully review all summaries, statements, reports and other information, and promptly report any discrepancies to a Financial Solutions Advisor.

## Portfolio Summary

A primary way we communicate the important terms, conditions and information about your Portfolios and Accounts is through a Portfolio Summary. You will receive your first Portfolio Summary after you enroll in the Program and each time you change certain important features. The Portfolio Summary will reflect the Program Fee(s) and the Services you have requested for your Portfolios and Accounts under this Agreement.

#### Statements and Periodic Reports We Prepare for You

You will receive Account statements, and portfolio and performance measurement reports regarding your Accounts periodically.

#### Information About You

On an ongoing basis, you will provide us with accurate information about your assets, investment goals and objectives, risk tolerance, time horizon, liquidity needs, financial situation and needs, and other investment information. We will rely upon this information, in part, to provide investment advice and identify potential Services for you. Please notify a Financial Solutions Advisor promptly of any material change in this information.

## Providing Instructions to Us

Once enrolled in the Program, you will generally be able to provide us with your instructions verbally, unless we require them in writing or electronically.

- You authorize us to follow your verbal, electronic or written instructions.
- Your instructions will be effective when accepted by us.
- We will implement your instructions as soon as reasonably possible.
- You will carefully review any confirming materials we send to you to ensure that the information reflected is accurate, and you will promptly contact a Financial Solutions Advisor if you believe any of the information is, or becomes, inaccurate.

#### 5. YOUR FEES AND EXPENSES

#### **Program Fee**

You agree to pay Merrill Lynch the Program Fee of 0.85% for the Services provided under this Agreement, including professional services provided by Financial Solutions Advisors. Your Program Fee is payable monthly in advance and generally will be calculated based on the value of the assets in your Account as of the last Business Day of the prior month.

Your Program Fee consists of a fee for the services of Merrill Lynch. Please see additional information about "What Is Not Covered By Your Program Fee" below. There is also additional information included in the Brochure about your Program Fee, how your Account assets are valued, and how your fees are calculated and charged to your Account. The Program Fee is subject to change from time to time, upon notice to you.

#### What Is Not Covered by Your Program Fee

Your Program Fee does not cover any (i) mark-ups or mark- downs by executing broker-dealers or other over-the-counter transactions in which Merrill Lynch or its Affiliate acts as agent, or spreads, underwriting fees or selling concessions with respect to any principal transaction effected by us or our Affiliate; (ii) transfer taxes; (iii) exchange alternative trading system fees, and fees required by the SEC or similar fees charged by third parties, including issuers; (iv) electronic fund, wire and other account transfer fees; (v) internal fees and expenses incurred by any ETF, mutual fund, or money market fund purchased for your Account, as described in this Agreement; (vi) mutual fund redemption fees and contingent deferred sales charges, if applicable; and (vii) any other charges imposed by law or otherwise agreed to by you and Merrill Lynch with regard to your Account (including those charges payable to Merrill Lynch and/or third parties as described in the Brochure). You will pay the public offering price on securities purchased from an underwriter or dealer involved in a distribution.

#### **Payment of Your Fees**

You will be responsible for paying the full amount of your Program Fee, regardless of whether you use all of the Services. You agree that: (i) unless otherwise agreed to by you and us, your Program Fee (and any other fee payable by you under this Agreement) will be deducted directly from the applicable Account; (ii) we are authorized to deduct your Program Fee from the assets held in your Account, to the extent permitted by law, if full payment has not been timely received or, if earlier, at the time this Agreement is terminated; (iii) your Program Fee will be payable, unless otherwise indicated, first from the liquidation or withdrawal by us of your shares of any Money Market Funds or balances in any money market or bank deposit account, which you authorize, and second from free credit balances, if any, in your Account; (iv) you will make timely payment of all amounts due to us under this Agreement; and (v) to the extent permitted by law, all assets in your Account or otherwise held by Merrill Lynch or its Affiliate for you will be subject to a lien for the discharge of your obligation to make timely payment to us of your Program Fee (and any other fees payable by you under this Agreement), and you authorize us to sell assets in your Account to satisfy this lien.

You may be able to pay your Program Fee from assets held outside your Account. Please contact a Financial Solutions Advisor for additional information.

#### 6. FUNDS AND RELATED PRODUCTS

#### Fund-related Expenses and Compensation

The Strategies may permit you to invest in mutual fund and ETFs, including any such funds sponsored or advised by Merrill Lynch or our Affiliates that may be offered from time to time (Related Funds). When you invest in these types of funds, you will pay a proportionate share of the fund's expenses, including its management fees and Rule 12b-1 fees, if

applicable. In certain cases, these fees may be payable to Merrill Lynch, our Affiliates, or their Affiliates, including any management fees paid by a Related Fund. In addition, we or our Affiliates will receive sub-accounting fees for services provided in connection with any mutual fund shares held in your Account, which is additional compensation to us or our Affiliate separate and apart from your Program Fee. We may also receive compensation from some fund sponsors for our distribution, marketing services, index licensing fees and other support with regard to their mutual funds in amounts that may vary. We will not receive compensation for distribution, marketing services and other support with respect to Funds in Retirement Accounts. Please see the Fund's prospectus or other disclosure document for a description of its fees and expenses. Conflicts of interest are present when a Financial Solutions Advisor recommends Funds that pay fees to us or our Affiliate, or Funds for which we receive compensation for distribution, marketing services and other support. These conflicts are addressed as described in the Brochure.

#### **Exchange-Traded Notes**

Assets in your Account may be invested in certain eligible exchangetraded notes (ETNs) that we distribute or service, including ETNs issued by Merrill Lynch, its Affiliates, or by companies with which we do business. These assets will be included in the value of your Account. ETNs incur various fees, such as annual investor fees and repurchase fees. These fees are in addition to your Program Fees. The fees and expenses for each of these notes are described in the prospectus or other offering material, as required by law.

#### **Related Funds in Retirement Accounts**

In the future, your Retirement Account may invest in shares of mutual funds which are Related Funds that we may offer from time to time. If your Retirement Account is ever invested in shares of such Related Funds, including Related Funds that are money market funds, then your account will be credited, on a periodic basis, in an amount equal to your Account's pro rata share of the advisory fees, Rule 12b-1 fees and sub-accounting fees paid by the Fund to us or our Affiliate.

In certain cases, the Related Fund's Investment Manager may reimburse us for part of the offset or credit related to the use of the Related Fund. We may determine periodically to invest Retirement Account assets in shares of Related Funds when we believe that you may benefit from greater diversification, more efficient exposure to an asset class in which such Fund invests, or for other reasons consistent with your investment objectives.

#### 7. TERMINATING THIS AGREEMENT

At any time, either you or we may terminate this Agreement, or any specific Account, with verbal or written notice to the other party, which becomes effective when received. The termination of this Agreement will terminate all Accounts. If a specific Account is terminated, we will continue to manage your other Accounts.

Where we receive notice that you have become disabled or incompetent and you do not have a legally appointed guardian, person holding durable power of attorney, or other representative, authorized to act on your behalf with respect to this Agreement, this Agreement may be modified or terminated. Upon notice to us of your death, this Agreement shall terminate immediately; if you have multiple signatories, this Agreement will not terminate unless we receive notice of the death of all signatories.

Upon termination, your Account(s) will convert to a commission-based securities account(s), unless you advise us otherwise. For Retirement Account(s), such account(s) may be subject to limitations and restrictions as set forth in the securities account agreement.

• We will generally begin to liquidate or redeem these Funds and securities the next business day following termination. For certain Strategies or securities, the process may take longer. Additionally, a pro rata adjustment to your fees for the remainder of the billing period will be made, which may either result in a refund or require you to pay us any remaining fees due for the partial billing period. Termination of your Account will be effective following the liquidation of such Funds and other securities, and the completion of other processes that may be required to terminate the Account.

## 8. ADDITIONAL CONTRACTUAL MATTERS

## Changes to This Agreement

We may amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions by sending written notice to you in advance of the effective date of the amendment. Your continued acceptance of services under this Agreement will be deemed consent to the amendment.

## Non-Assignability

This Agreement may not be assigned (as that term is interpreted under the Investment Advisers Act of 1940) by us without your informed consent.

You may not assign this Agreement without our prior written consent. We will rely on your "negative consent" to the extent permitted by applicable law. Negative consent involves us sending you notice of the proposed assignment and explaining the circumstances under which the management of your Account will be transferred if you do not object in writing to the assignment within the time period specified in the notice.

Your continued acceptance of services under this Agreement after the date specified in the notice will be deemed your consent to the assignment. Consent will not be required in the case of an internal reorganization or transaction that does not result in a change of our actual control or management.

## Effective Date

The effective date of this Agreement for each Account is the date of its acceptance by us, which will be displayed on the Portfolio Summary. This Agreement will not apply to any Account that is not reflected in the applicable Portfolio Summary.

## Severability and Survival of This Agreement

This Agreement represents the entire understanding between you and us with regard to the matters specified in this Agreement. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement. This Agreement may be signed in counterparts that, when taken together, will constitute one document. The following sections will survive the termination of this Agreement: 5. Your Fees and Expenses; 7. Terminating this Agreement; 8. Additional Contractual Matters; 9. Arbitration; and 10. Your Acknowledgements and Representations.

## Governing Law

This Agreement is made and will be interpreted under the laws of the State of New York (without regard to its choice of law principles). This Agreement will remain in full force and effect unless revoked or terminated by you or your authorized representative in accordance with the terms of this Agreement and will be binding on your heirs, executors, administrators and permitted assigns.

## Notices

We will send all correspondence and notices to you at the address you provided to us for that purpose. You should direct all notices and correspondence for your Accounts and related matters covered by this Agreement to a Financial Solutions Advisor.

## **Confidentiality and Privacy**

We will treat information you provide to us confidentially, by not disclosing to persons unaffiliated with us without your consent, except (i) as necessary to assist us in providing the services under this Agreement, (ii) in connection with an audit or regulatory examination by federal or state regulators, or (iii) as may otherwise be legally required or authorized. We will handle your personal information in accordance with our company's privacy policy, to the extent it applies.

## Limitation of Our Liability

We agree to use our best judgment and efforts in providing our Services to you. Certain inherent risks and potential losses are always present when investing. If losses do occur, Merrill Lynch, our Affiliates and our respective employees and agents will not be liable to you for:

- Any loss or expense arising out of, or attributable to:
- Your direction in connection with your Account
- Your omission or misstatement of information furnished to us
- Any written materials not prepared by Merrill Lynch
- Losses due to your own investment and trading activities in an Account selecting a sweep option for your Account
- Any act or failure to act by any unrelated custodian, unaffiliated securities firm,
- Any act or failure to act by us or our respective Affiliates, employees or agents that does not constitute negligence, misconduct or violation of law

These limitations on our liability do not constitute a waiver or limitation of any rights accorded you under state or federal laws for the advisory services rendered under this Agreement.

## Tax Liability

You are responsible for all tax liabilities arising from transactions in your Accounts. You should seek advice from a qualified tax professional. We do not offer such advice, or make any tax credit, similar claim or any legal filing on your behalf. If you are not a U.S. resident, adverse tax consequences and other jurisdictional risks associated with investing in U.S. securities are your responsibility.

## 9. ARBITRATION

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, you and we agree as follows:

- You and we 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.
- Your ability 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 decision or 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, are incorporated into this Agreement.
- All controversies that may arise between you and us will be determined by arbitration. Such controversies include, but are not limited to, those involving any transaction in any of your Accounts, 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 will be conducted only before the Financial Industry Regulatory Authority, Inc. (FINRA) or an arbitration facility provided by any other exchange of which we are a member, and in accordance with the respective arbitration rules then in effect in FINRA or such other exchange. You may elect in the first instance whether arbitration will be conducted before FINRA or another exchange of which we are a member, but if you fail to make such election by registered letter addressed to us at the office where you maintain your Account before the expiration of five days after receipt of a written request from us to make such election, then we may make such election.

Judgment upon the award of arbitrators may be entered in any court state or federal—having jurisdiction.

Neither you nor we may 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; (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 will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

### **10. YOUR ACKNOWLEDGMENTS & REPRESENTATIONS**

You have various responsibilities under this Agreement and acknowledge, represent and/or warrant the following:

Scope of Agreement. Your investment advisory relationship with us is limited to the Services described in this Agreement and the Brochure, and does not extend to any other arrangements or services that you may have entered into with us or any Affiliate. Unless you and we agree in writing, we will not act as an investment adviser for any account that is not subject to this Agreement, including those accounts that may be included in certain Services; any advice that we may provide to you with respect to such accounts will be incidental to the services we provide under your securities account agreement.

**Power and Authority**. If you are an individual, you have the full power, unrestricted authority and capacity to enter into this Agreement, you have reached the age of majority, and represent that this Agreement constitutes a legal, valid and binding obligation on you. In addition, you are not subject to any legal, contractual or other restrictions or limitations in buying or selling any specific assets from your Account, unless you have disclosed them in writing.

If you are a company, government, trust, estate, plan or other entity, or a custodian acting on behalf of a minor:

- Your governing documents and applicable law authorize and permit all of the arrangements contemplated by this Agreement.
- You, and the person(s) signing this Agreement and trading on your behalf, have full power, authority and capacity to enter into this Agreement, and it constitutes a legal, valid and binding obligation on you

(it being understood that such company, government, trust, estate, plan or other entity bears the obligations and responsibilities under this Agreement and not the person(s) signing this Agreement in their individual capacity (ies) unless the constituent documents of such entity state otherwise).

- You have full and unrestricted authority to delegate investment discretion to us or any other necessary party.
- Neither you nor your Accounts are subject to the Investment Company Act of 1940.
- You are not subject to any legal, contractual or other restrictions or limitations in buying or selling any specific assets from your Account, unless you have disclosed them in writing.

**Retirement Accounts.** If this Agreement is for a Retirement Account that is subject to ERISA, you represent and agree to the following:

- The plan's (or Retirement Account's) governing documents and instruments permit you to appoint an "investment manager" as defined by ERISA or otherwise provide for an agent to provide the services contemplated under this Agreement.
- The person signing this Agreement is a "named fiduciary", as defined by ERISA, authorized to appoint an investment manager or otherwise authorized to enter into this Agreement.
- All provisions of this Agreement and all activities that we are being asked to conduct under this Agreement are in accordance with such governing documents and instruments.
- You have a fiduciary responsibility to use Retirement Account assets exclusively in the interest of participants and beneficiaries (in their capacity as participants and beneficiaries and not personally). You have made an independent determination that the Program and its Services are suitable and appropriate for the Retirement Account(s) and that the applicable fees are reasonable for the available transaction or nontransaction services.
- You agree that you will not use any advice or recommendations provided with the Program for any other accounts that you may hold.
- If your Retirement Account invests in shares of Related Funds, including Related Funds that are money market funds, you:
- Acknowledge receipt of the prospectuses or other required disclosure documents for the Related Funds;
- Represent that you are independent of and unrelated to Merrill Lynch and our Affiliates and have made or will make an independent determination that the Related Funds are suitable and appropriate for the Retirement Account(s); and
- Approve the investment advisory and other fees paid by the Related Funds in relation to the fees payable pursuant to this Agreement.
- If necessary, you agree, at your expense, to obtain and maintain for the period of this Agreement any bond required by law (including ERISA) and to include within its coverage Merrill Lynch, and any of its officers, directors, employees, agents and Affiliates whose inclusion is required by law. You agree to provide Merrill Lynch upon request with appropriate documentation evidencing such coverage.

**Freedom from Encumbrances**. All assets held in your Accounts are free from any lien, charge or other encumbrance (excluding encumbrances in favor of us or our Affiliates). Such assets must remain so, unless you first notify us in writing and we agree. In addition:

- The terms of this Agreement will prevail in the event of any conflict with your collateral arrangements, and you have disclosed the terms of this Agreement to any lender.
- We will not provide advice on or oversee any of your collateral arrangements.

• There are no specific securities in your Account that must be held as collateral to secure any loan you may have.

Collateralizing your Account may have adverse effects, including, but not limited to, the fact that the lending institution may require additional collateral or liquidation of securities held in your Account to meet a call, as well as related tax consequences. You must promptly notify us of any default or similar event under your collateral arrangements as defined in the respective collateral arrangements.

**Responsibility to Review and Monitor**. It is your responsibility to adhere to any investment policy statement or similar document (IPS), that applies to you, and, to the extent the terms of the IPS conflict with an investment or Strategy you select under the Program, by signing this Agreement the terms of the IPS are hereby amended to incorporate by reference such investment or Strategy. We have no responsibility to review, monitor, or adhere to such documents.

**Provided Information**. The information you provided (and as updated) is accurate and complete. You must promptly notify a Financial Solutions Advisor of any material changes to this information. You must provide us with any information that we may request in the future to comply with all applicable anti-money laundering or other laws.

**Custodial Account for Minors**. If your Account is a custodial account for a minor established under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act (or similar statutes), we may rely on your actions and instructions without further inquiry, and you indemnify us for any loss or costs, including legal fees, arising from claims concerning the above.

#### GLOSSARY

"Account" means each of the client's securities accounts to which this Agreement applies, as set forth in the Portfolio Summary, as amended from time to time.

"Advisor" means a Merrill Edge Financial Solutions Advisor.

"Affiliate" means a company or entity that, either in whole or in material part, owns or controls, is owned or controlled by, or is under common control with, another entity.

"Brochure" means the wrap fee program brochure (including any amendments or supplements) of MLPF&S and MAA relating to the Program, as updated from time to time.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Plan" means a plan subject to the provisions of ERISA or any other entity deemed to hold assets of such a plan, including SIMPLE, SEP and other IRAs subject to ERISA's fiduciary responsibility provisions.

"Funds" means registered and unregistered investment companies, including mutual funds, closed-end funds, exchange-traded funds (ETFs) and hedge funds, real estate investment trusts and other pooled investment vehicles and, to the extent applicable, Funds organized outside the United States (whether or not registered). As used herein, the term "Funds" shall also include exchange-traded notes. "MAA" means Managed Account Advisors LLC, which is an investment adviser Affiliated with MLPF&S that has been hired by MLPF&S to assist in delivering certain Strategies and Services to clients.

"Merrill Lynch," "us," "we" or "our" means either MAA or MLPF&S or both, depending on the service provided.

"MLPF&S" means Merrill Lynch, Pierce, Fenner & Smith Incorporated. "Portfolio" means one or more Accounts grouped together by you.

"Portfolio Summary" is the written summary provided to you from time to time that describes important terms, conditions, information features, and changes to your Portfolios and Accounts.

"Program" means the Merrill Edge Advisory Account Program.

"Program Fee" means the asset-based annualized fee charged monthly as described in the "Program Fee" section of this Agreement.

"Related Fund" means a Fund sponsored or advised by us or our Affiliate.

"Retirement Account" means an ERISA Plan, a U.S. tax-qualified plan of self-employed persons or a U.S. individual retirement account, or any other plan, arrangement or entity subject to Section 4975 of the Code.

"Rule 12b-1 fees" means fees paid for distribution of mutual funds pursuant to a plan made under Rule 12b-1 under the Investment Company Act of 1940.

"Service" means any service that may be offered by us through the Program now in or in the future.

"Strategy" means any investment strategy in which Merrill Lynch delivers investment advice to you now or in the future and includes various investment solutions created and implemented by us. The Strategies available under this Agreement are set forth and described in the Brochure, as amended from time to time by Merrill Lynch. The Strategy selected by the client for each Account is reflected in the applicable Portfolio Summary.

"You" or "your" refers to each person (or if applicable, each entity) who, by signing this Agreement, has agreed to the terms of this Agreement. If your Account includes assets of one or more ERISA Plans, then "you" and "your" includes the named fiduciary of such plan.

L-03-2018

# Client Agreement - Your Account Preferences Instructions



The selections you make in this Agreement will apply to the Merrill Edge Advisory Account Program you designate. Once you've signed this Agreement, you'll be able to modify your instructions at any time by calling a Financial Solutions Advisor.

## THINGS TO KNOW BEFORE YOU BEGIN

- Please use one form for all Individual, Joint and Retirement accounts and a separate form for each unique fiduciary account (Trust, Estate, Custodial, etc.) one form per legal entity.
- You will receive a Portfolio Summary that will reflect all your Account preferences. Review the Portfolio Summary carefully to ensure that the information reflected is accurate. Contact a Financial Solutions Advisor if any of the information is, or becomes, inaccurate.
- Terms used in "Your Account Preferences," but not otherwise defined, shall have the same meaning as set forth in the Merrill Edge Advisory Account Program Brochure.
- We send you all proxy materials for your vote.

## TRADE CONFIRMATIONS

In order to receive transaction information on a periodic basis, but not less than quarterly, you must elect not to receive confirmation statements of transactions on a trade-by-trade basis for any of your Accounts.

## Acknowledgments

By signing this Agreement, I acknowledge and agree to be bound by the terms and conditions of this Agreement and further acknowledge and agree to the following:

- 1. I have received, read and understand the accompanying Brochure, a Financial Solutions Advisors Brochure Supplement, other Brochure Supplements of Merrill Lynch, and Profiles, any applicable Fund offering materials, or similar documents. I understand that my Account and any investments held therein will be subject to the terms and conditions set forth in such materials and documents, and if my Account is an ERISA Plan account, the Program ERISA Section 408(b) (2) fee disclosure notice and other notices as applicable, and agree to those terms and disclosures, as may be amended periodically. I also acknowledge that I have received a copy of the Bank of America Privacy Policy.
- 2. If my Account is a Retirement Account, in addition to the materials described in Paragraphs 1 above, I have received, read and understand the accompanying Retirement Account Addendum, which includes our ERISA Section 408(b) (2) fee disclosure, if applicable. I agree that the Retirement Account Addendum, together with this Agreement and Brochure, provides sufficient information and disclosures for me to evaluate the reasonableness of services provided.
- 3. Each Account that I choose to group in a Portfolio must, in the aggregate, be consistent with the Target Asset Allocation that I designate for the applicable Portfolio. I further acknowledge and agree that if I want to designate a specific Target Asset Allocation for any individual Account, such Account must be established in its own Portfolio.
- 4. I have received and reviewed the Summary of Program and Services that describes the program and serves available to me as a client of Merrill Lynch. I understand that I may be able to obtain investment solutions that are the same as or similar to the Strategies offered in the Program through other investment advisory programs or services sponsored by Merrill Lynch or Affiliate channels at a lower cost than the Strategies in this Program.

- 5. I have elected the Program based on my preferences and/or interest in obtaining on-going advice from a Financial Solutions Advisor, and the access to asset monitoring services and investment management solutions and services provided in the Program. I understand the fees associated with the Program as described in the Brochure that Merrill Lynch receives under the Program and that the Program Fee rate that I have agreed to for my Account will be reflected in the Portfolio Summary.
- 6. Merrill Lynch and its Financial Solutions Advisors may have certain conflicts of interest, as described in the Program Brochure, the Retirement Account Addendum, with respect to their activities relating to this Agreement and the securities, Funds, and other investment products made available to me through the Program.
- 7. I understand and acknowledge that the Program Fee will be charged on any cash balance held in my Account even though I may not be earning any interest or dividends on that cash, and that may create a conflict between me and Merrill Lynch. I further understand and acknowledge that interest or dividends may not be earned on cash for various reasons, including if I selected the "no sweep" option.
- 8. Neither the Program Portfolio Summary nor any Profile makes or implies any guarantee about the attainment of the investment and return objectives.
- 9. Merrill Lynch will not vote or advise you about the voting of proxies for the securities held in your Account.

## THIS PAGE MUST BE SCANNED

8 | Merrill Edge Advisory Account Program Client Agreement

## Account preference instructions

Please list all the client's Accounts in any order. If the client has more than five Accounts please use the margin.

| ACCOUNT NUMBER |
|----------------|----------------|----------------|----------------|----------------|
|                |                |                |                |                |

#### Provide the same election instructions for all the client's Accounts, or specify by Account.

Check "All Accounts" and make the client's selections to the right OR specify by Account. All Accounts above	TRADE CONFIRMS Check if the client prefers to receive confirms in its monthly statement in lieu of trade-by-trade confirmations. Yes confirms in the client's monthly statement
Specify by Account (list Accounts below)	Yes confirms in the client's monthly statement

## Signatures

By signing this Agreement, I acknowledge and agree, in accordance with Section 9 on page 5 of this Agreement, to arbitrate all controversies involving Merrill Lynch that may arise out of or relate to this Agreement. In addition, if I elected for any Account(s) to not receive trade-by-trade confirmations, I will not receive trade-by-trade confirmations for the Account(s) except as required by applicable law.

PRINTED NAME	TITLE (if authorized signer)	SIGNATURE	DATE
PRINTED NAME	TITLE (if authorized signer)	SIGNATURE	DATE
PRINTED NAME	TITLE (if authorized signer)	SIGNATURE	DATE
PRINTED NAME	TITLE (if authorized signer)	SIGNATURE	DATE

## THIS PAGE MUST BE SCANNED