

# Merrill Edge<sup>®</sup> Self-Directed Investing Business Investor Account (BIA Account)

Account Agreement and Program Description



Bank of America Corporation

Merrill Edge<sup>®</sup> is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"), and consists of the Merrill Edge Advisory Center<sup>™</sup> (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.

Investment products:

**Are Not FDIC Insured**

**Are Not Bank Guaranteed**

**May Lose Value**

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# Agreement and Program Description

## 1. INTRODUCTION

This Agreement and Program Description (“Agreement”) as amended from time to time by Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”), sets forth the terms and conditions governing the Business Investor Account (BIA) financial service (“BIA Service”). The Service you have elected to enroll in will be confirmed in your Welcome Kit and on your Account Statement.

The BIA Service is an integrated financial service linking two components: (1) securities brokerage services; and (2) basic cash management services. For more information on fees, see Appendix A–BIA Account and Fees.

**The BIA Account is primarily intended for use as an investment account for businesses, and Basic Cash Management services are limited. In particular, the BIA account has significant limits on the number of Disbursements per month, does not offer cards or check writing and if these limits are exceeded, then Merrill Lynch, in its sole discretion, may terminate Customer’s ability to make Disbursements and/or terminate Customer’s subscription to the BIA Service. In addition, Disbursements in excess of the described limits will incur additional fees per item (whether by check issued upon request by contacting Merrill Lynch from the BIA account, ACH transaction or otherwise). For more information on these limits, please refer to Section 6(D)(v) (“Disbursement Limitations”) below.**

The Customer agrees to read this Agreement and retain a copy for his/her records. The Customer acknowledges receipt of the Merrill Lynch Business Deposit Program Disclosure Statement, the Merrill Lynch Business Deposit Program Summary Disclosure Statement, Appendix-A BIA Account, the Margin Truth-In-Lending Disclosure Statement, and the Securities-Based Loan Disclosure Statement, all of which are referred to as the “Documents” for purposes of this Agreement. The Documents, which contain additional terms governing the BIA Service, are incorporated into this Agreement and made a part hereof. Unless the context otherwise requires, the term “Agreement” shall include the Documents, as amended from time to time by Merrill Lynch. Unless otherwise indicated, the Agreement terms and program descriptions apply to the BIA Account.

Merrill Lynch, Pierce, Fenner and Smith Incorporated offers its products, accounts and services through different service models (e.g. self-directed, full service). Based on the service model, the same or similar products, accounts and services may vary in their price or fee charged to a client.

## 2. DEFINITIONS

In this Agreement:

**“Account Value”** means the value of cash, bank deposits, Money Market Mutual Funds, and long market value of securities held as part of the Financial Relationship.

**“ACH”** means Automated Clearing House. The ACH Network is a nationwide electronic payment system used to transfer funds between participating financial institutions.

**“Availability Delay”** means the amount of time before a deposit to your Securities Account will become available for Sweep to Pay Disbursements and other amounts due.

**“BA-CA”** means Bank of America California, N.A., its successors or assigns.

**“BANA”** means Bank of America, N.A., its successors or assigns.

**“Banks”** means BANA, BA-CA and any other depository institutions participating from time to time.

**“Basic Cash Management Services”** means services such as bank deposit sweep programs and ACH.

**“BIA Account”** means a Merrill Lynch securities account established for the Customer pursuant to this Agreement, which is either a cash account or, if the Customer elects, a margin account.

**“Business Day”** means any day on which Merrill Lynch is open to the public for carrying on substantially all its business functions.

**“Cash Balance”** means any uninvested balance resulting from incoming receipts such as check deposits, ACH deposits, Fedwire® receipts or the proceeds from the sale of securities.

**“CD”** means Certificate of Deposit.

**“Customer,” “Client,” “You,” “Your,” or “Yours”** means the business entering into this Agreement.

**“Disbursements”** means the items paid from the Securities Account and includes checks issued upon request by contacting Merrill Lynch from your BIA Account, Fedwire and ACH transactions and similar items.

**“Disbursement Priority”** means the order in which available cash, Money Account balances, or credit facilities are used to pay for Disbursements.

**“FDIC”** means the Federal Deposit Insurance Corporation.

**“Financial Relationship”** means the Accounts that have been linked for valuation purposes. Accounts are systematically linked by Tax Identification Number (TIN). Bank of America account types included are Bank of America Business checking, savings and CDs. Merrill Lynch account types are BIA.

**“Local Checks”** generally means a check deposited at a Merrill Lynch branch office located in the same state as the drawee bank. This designation is determined at the branch office where the deposit is made.

**“Merrill Lynch”** means Merrill Lynch, Pierce, Fenner & Smith Incorporated, its successors and/or assigns.

**“Merrill Lynch Business Deposit Program”** means the tiered program whereby available Cash Balances are held in specified MMDAs established for the Customer by Merrill Lynch as the Customer’s agent with BANA and/or BA-CA for the BIA Account.

**“MMDA”** means Money Market Deposit Account.

**“Money Accounts”** means Merrill Lynch Business Deposit Program.

**“Nonlocal Check”** generally means a check deposited at a Merrill Lynch branch office in a state other than the drawee bank. This designation is determined at the branch office where the deposit is made.

**“Primary Money Account”** means the Money Account designated by the Customer for automatic Sweep of Cash Balances.

**“Securities Account” or “Account”** means the BIA Account.

**“Securities and Other Property”** includes, but is not limited to, money, securities, securities entitlements, financial assets, investment property, financial instruments and commodities of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.

**“Service”** means the BIA financial service.

**“SIPC”** means Securities Investor Protection Corporation.

**“SMDIA”** means Standard Maximum Deposit Insurance Amount.

**“Stock Borrow charge” or “SB charge”** refers to a premium charged for borrowing certain securities in connection with short sale transactions.

**“Sweep”** means the automatic investment or deposit of available Cash Balances into the Primary Money Account.

## 3. SUBSCRIPTION TO THE BIA SERVICE

To subscribe to the BIA Service, a Customer must execute an Entity Authorization Form (the “Authorization Form”), pursuant to which a Securities Account will be established with Merrill Lynch. Merrill Lynch will establish accounts for the Customer with Merrill Lynch’s third-party processing institutions and Bank of America for incoming Fedwires and receiving ACH transactions. Merrill Lynch reserves the right to alter or waive the conditions of subscription to the Service and also reserves the right to reject any application to subscribe to the Service or any of its features for any reason.

The Customer can authorize individuals to utilize certain features of the Service on its behalf. These authorizations shall remain effective until Merrill Lynch receives notification in writing to the contrary. The Customer will be liable for all transactions made by the Customer, or by any person authorized to act on the Customer’s behalf.

## 4. SECURITIES BROKERAGE SERVICES

### (A) GENERAL

The Securities Account may be used to purchase, sell and hold securities and other investments available from or through Merrill Lynch. If the Securities Account includes the Margin Lending Program, it may also be used to purchase and sell securities on credit or to obtain loans based on the current margin loan value of securities in the Securities Account. Whether or not the Account is a margin account, Merrill Lynch shall have all of the legal rights of a secured creditor with respect to the Securities Account, including the rights described in Section 5(A).

### (B) CUSTODY OF SECURITIES

Merrill Lynch will hold all securities for the Securities Account in a control location acceptable to the Securities and Exchange Commission, which may include, but is not limited to: (i) a securities depository such as the federally regulated Depository Trust Company for U.S. issuers and Euroclear for European issuers, (ii) a Federal Reserve member bank, or (iii) a mutual fund's transfers Agent. Securities are commingled in a Merrill Lynch book-entry account, generally held in nominee name at the control location, along with securities belonging to other Merrill Lynch customers. Your securities will at all times be separately identified on the books and records of Merrill Lynch as belonging to you, and Merrill Lynch will provide you with statements that reflect your holdings. This method of custody, which has significantly increased efficiencies and reduced the risks associated with holding customer securities, is used by all major banks, trust companies and brokerage firms and has been recognized as providing unsurpassed safety for holders of securities. With regard to the custody of your securities, Merrill Lynch acts as your agent and transmits your instructions through the appropriate control location.

Where securities are not held in nominee name, the issuer or control location, as appropriate, recognizes Merrill Lynch as your agent and honors instructions provided by Merrill Lynch on your behalf.

### (C) DELIVERY OF SECURITIES AND PAYMENTS

The "settlement date" is usually the third business day after the execution or "trade date." Typically, the settlement date is the day when payment is due for purchases or when securities are due for sales. Customer agrees to remit payment promptly.

Securities purchased will be held in the Securities Account unless Customer requests delivery to Customer or its designee, in which case Merrill Lynch will forward Customer's instructions to the company's transfer agent after payment is received. Delivery normally takes several weeks after the purchase has been settled and fully paid for. Delivery of securities may not be available for issues that are held in book-entry form. Depending on the issuer, Customer may have the option of taking delivery of a security to be held in direct registration with issuer's transfer agent.

If payment is not received promptly, Merrill Lynch will liquidate the position unless an extension is obtained. Under exceptional circumstances and subject to Merrill Lynch's rights to liquidate, Merrill Lynch, on Customer's behalf, may (in its sole discretion) apply for an extension from a regulatory organization. If Merrill Lynch does so, Customer will be charged an extension fee. If the position is liquidated, Customer will be responsible for any resulting deficiency, fees and late charges. Fees will be automatically debited from the Securities Account and are subject to change.

If Customer elects to take delivery of securities, the account statement will evidence delivery once they have been mailed to Customer. If Customer does not receive them, Customer agrees to notify Merrill Lynch promptly so that replacement proceedings can begin. If Customer fails to notify Merrill Lynch within six months of the delivery date shown on the account statement, Customer will be responsible for replacing the securities through the transfer agent and will have to pay all costs.

Customer may instruct Merrill Lynch not to disclose Customer's name, address and securities positions to issuers in which Customer owns securities under an SEC rule that permits issuers to communicate directly with their non-objecting beneficial owners.

### (D) SECURITY INTEREST

Whether or not the Securities Account is a margin account, all Securities and Other Property in any account, now or hereafter held, carried or maintained by Merrill Lynch or by any of its affiliates in Merrill Lynch's possession and control, or in the possession and control of any such affiliate, for any purpose, in or for any account of the Customer, now or hereafter opened, including any account in which the Customer may have an interest, other than retirement accounts, such as IRAs, shall be subject to a lien for the discharge of all the indebtedness and other obligations of the Customer to Merrill Lynch and are to be held by Merrill Lynch as security for the payment of any liability or indebtedness of the Customer to Merrill Lynch in any of said accounts. Securities and other property held in retirement accounts, such as IRAs, are not subject to this lien, and are not used as security for the payment of the Customer's obligations or indebtedness for other accounts the Customer maintains with Merrill Lynch. Merrill Lynch, subject to applicable laws, without giving the Customer prior notice, shall have the right to use and/or transfer securities and other property so held by Merrill Lynch from or to any of the accounts of the Customer whenever in its judgment Merrill Lynch considers such a transaction necessary for its protection. In enforcing its lien, Merrill Lynch shall have the discretion to determine which securities and other property are to be sold and which contracts are to be closed.

All Securities and Other Property will be treated as financial assets under Article 8 of the New York Uniform Commercial Codes.

## 5. LENDING SERVICES

### (A) MARGIN LENDING PROGRAM

**(i) Margin Requirements and Credit Charges.** The Margin Lending Program permits the Customer to obtain loans from Merrill Lynch secured by eligible marginable and exempt Securities and Other Property. The Customer will maintain such Securities and Other Property in the Account for margin purposes as Merrill Lynch shall require from time to time; and the monthly debit balance of the Securities Account shall be charged, in accordance with Merrill Lynch's usual custom, with interest at a rate permitted by the laws of the state of New York. The interest charge made to the Customer's Securities Account at the close of a statement period will, unless paid, be added to the opening balance for the next charge period and that interest will be charged upon such opening balance, including all interest so added.

**(ii) Security Interest.** All Securities and Other Property shall be subject to a lien for the discharge of all the indebtedness and other obligations of the Customer to Merrill Lynch and are to be held by Merrill Lynch as security for the payment of any liability or indebtedness of the Customer to Merrill Lynch as described in Section 4(D).

### (iii) Calls for Additional Collateral-Liquidation Rights.

**(a) Merrill Lynch, in addition to and not in lieu of any other rights or remedies it may have under this Agreement, shall have the right to require additional collateral: 1. in accordance with its general policies regarding its margin lending maintenance and requirements, as such may be modified, amended or supplemented from time to time by Merrill Lynch; or 2. if in its discretion Merrill Lynch considers it necessary for its protection at an earlier or later point in time than called for by said general policies; or 3. in the event that a petition in bankruptcy or for an appointment of a receiver is filed by or against the Customer; or 4. if an attachment is levied against the accounts of the Customer; or 5. in the event of the death or dissolution of the Customer. Securities and other property held in related retirement accounts are not considered for collateralization purposes.**

**(b) If the Customer does not provide Merrill Lynch with additional collateral as Merrill Lynch may require in accordance with (iii)(A)(1) or (iii)(A)(2) above, or should an event described in (iii)(A)(3), (iii)(A)(4) or (iii)(A)(5) above occur (whether or not Merrill Lynch elects to require additional collateral), Merrill Lynch shall have the right: 1. to sell any or all Securities and Other Property in the accounts of the Customer with Merrill Lynch or with any of its affiliates,**

whether carried individually or jointly with others; 2. to buy any or all Securities and Other Property that may be short in such accounts; and 3. to cancel any open orders and close any or all outstanding contracts.

Merrill Lynch may exercise any or all of these rights under (b)(1), (2) or (3) without further demand for additional collateral, or notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at the discretion of Merrill Lynch on any exchange or other market where such business is usually transacted, or at public auction or private sale; and Merrill Lynch may be the purchaser for its own account. If Merrill Lynch gives prior demand or call or prior notice of the time and place of such sale or purchase, that shall not be considered a waiver of its right to sell or buy without any such demand, call or notice as herein provided.

**(iv) Payment of Indebtedness Upon Demand.** The Customer shall at all times be liable for the payment upon demand of any debit balance or other obligation owing in any of the accounts of the Customer with Merrill Lynch, and the Customer shall be liable to Merrill Lynch for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by Merrill Lynch or by the Customer, and Customer shall make payment of such obligations upon demand.

**(v) Liability for Costs of Collection.** To the extent permitted by New York law, Merrill Lynch shall collect from you reasonable costs and expenses of collection of debt balance(s) and any unpaid deficiency in your account including, but not limited to attorney's fees that Merrill Lynch incurs or pays in connection with such efforts.

**(vi) Pledge of Securities and Other Property.** All Securities and Other Property now or hereafter held, carried or maintained by Merrill Lynch in its possession or control in any of the accounts of the Customer may be pledged and re-pledged by Merrill Lynch from time to time, without notice either separately or in common with other such Securities and Other Property, for any amount due in the accounts of the Customer, or for any greater amount, and Merrill Lynch may do so without retaining in its possession or under its control for delivery a like amount of similar Securities and Other Property.

**(vii) Lending Agreement.** In return for the extension or maintenance of margin credit by Merrill Lynch in the Securities Account, the Customer agrees that the securities in the Securities Account, together with all attendant rights of ownership, may be lent to Merrill Lynch or lent out to others to the extent not prohibited by applicable laws, rules and regulations. In connection with such securities loans, and in connection with securities loans made to the Customer to facilitate short sales, Merrill Lynch may receive and retain certain benefits to which the Customer will not be entitled. The Customer understands that, in certain circumstances, such loans could limit the Customer's ability to exercise voting rights, in whole or part, with respect to the securities lent. In addition, the Customer acknowledges that, in using certain securities in the Customer's account for, among other things, settling short sales and lending the securities for short sales, Merrill Lynch may receive compensation in connection therewith.

**(viii) Stock Borrow Charges.** Effective August 7, 2017, if you short a stock that is in limited supply (i.e., "in demand"), you may be charged an SB Charge for borrowing that security. Whether there is an SB Charge for a particular security, and the relevant rate for the SB Charge, depend on various factors, including, but not limited to, the availability of that stock based on supply and demand in the lending market at that time, the size of the transaction, rates charged by counterparty lenders, days to cover/short-interest ratio of the stock, the percentage of the issuer's float that is held short and the number of days that the position is held short (i.e., borrowed). Securities that are "in demand", and any corresponding SB Charges, are determined by market participants, and may fluctuate on a daily basis. **It is important to note that the SB Charges may be substantial. In some instances, where the demand for the security borrowed is extremely high, the SB Charge, on an annualized basis, may exceed the principal value of the security. It is also important to note that, even if a security is not "in demand" at the time of**

**your short sale, it may become "in demand" at any time based on market factors, and at that point, it would be subject to an SB Charge. The SB Charge rate can fluctuate daily without prior notice.**

**(ix) SB Charges Assessed.** If you short "in demand" securities, Merrill Lynch may charge you all SB Charges assessed in connection with your short sales with us on a daily basis starting on the settlement date of the trade. The charges may reflect work done by Merrill Lynch on your behalf in connection with these transactions to establish and maintain a short position in your account, which may result in a profit to Merrill Lynch. Short stock positions opened and closed intraday (not held overnight) will not be subject to an SB Charge.

Please note that you may obtain updated information with respect to the status of your short positions (including any applicable SB Charges) by contacting your financial advisor, a Merrill Edge Financial Solutions Advisor or an Investment Center representative at any time.

In addition, all applicable SB Charges assessed will be displayed under a "SB CHARGE" debit entry on your monthly account statement, including those positions that incurred charges after the initial settlement date as described in the prior paragraph. This will show, on an aggregated basis, the charges for all shorted securities that incurred a SB Charge during the applicable period (described below), as well as a detailed breakdown of each SB Charge, including the applicable borrowing rate for each "in demand" position for the applicable period. A daily breakdown can also be provided upon request by contacting your financial advisor, a Merrill Edge Financial Solutions Advisor or an Investment Center representative.

Any SB Charge entry on your account statement represents the debit of such charges, which are made one Business Day after each applicable SB Charge is incurred. Applicable SB Charges in your account will then be posted online one Business Day after the charge is debited. Thus, if you incur SB Charges on weekend days, such charges will be debited on the next Business Day (i.e., Monday, unless Monday is a holiday), and the charges will be visible in your account online on Tuesday (or Wednesday, if Monday is a holiday).

Your account statement will include all SB Charges debited in your account in a calendar month, except that any SB Charge debits that occur on the last Business Day of a month will be reflected on the following month's account statement.

**(xiv) Calculation of SB Charge.** SB Charges are calculated on an annualized basis based on the value of a short position and the SB rate for that position. SB Charges for a particular position are charged daily on a pro-rated basis depending on how many calendar days you hold the position short.

Below is an example of the calculation of an SB Charge. Please note that the example below is for illustrative purposes only and does not reflect the actual SB Charges that you may incur on any given short position, which may be significantly higher than the charges reflected in the example below. Please also note that in addition to SB Charges you may also be charged commissions and incur other expenses in connection with a short sale of securities that are not captured in the following example. Please note, the SB Charge amount for a given day is determined by multiplying the trade value of the stock borrowed by the applicable SB Charge rate, divided by 360. Therefore, the effective SB Charge rate for a given day can be obtained by multiplying the SB Charge amount by the number of days in a given year (e.g., 365 days) and dividing by the trade value of the stock borrowed.

- **current price of stock = \$11.00**  
**number of shares sold short = 10,000**  
**SB Charge rate = 20%**
- **(market price of stock) x (share quantity) = trade value of stock borrowed**  
**\$11.00 x 10,000 = \$110,000**
- **(trade value of stock borrowed) x (SB Charge rate) = annual SB Charge amount**  
**\$110,000 x 0.20 = \$22,000**



- $(\text{annual SB Charge}) / (360 \text{ days}) = \text{daily SB Charge amount}$   
 $\$22,000 / 360 = \$61.11$
- $((\text{daily SB Charge amount}) \times (365 \text{ days})) / (\text{trade value of stock borrowed}) = \text{effective SB Charge rate}$   
 $(\$61.11 \times 365) / \$110,000 = 20.28\%$

## 6. BASIC CASH MANAGEMENT SERVICES

### (A) GENERAL

The Securities Account may be used to manage receipts, payments and short-term investments. Customer cash balances are automatically swept into the Primary Money Account and are automatically redeemed/withdrawn to pay Disbursements and other amounts due. This automation allows the client to keep balances in Money Accounts, which may earn dividends or interest. These basic cash management services of the Securities Account are intended to provide the Customer with access to the assets in its Securities Account, but the Securities Account is not a bank account.

**Merrill Lynch is a registered broker-dealer and a wholly owned subsidiary of Bank of America Corporation. Merrill Lynch is not a bank and is separate from its FDIC insured affiliates, which include Bank of America, N.A. or Bank of America California, N.A. or other depository institutions.**

**Except where specifically indicated, securities and products sold, offered or recommended by Merrill Lynch are not insured by the FDIC, and are not obligations of, or endorsed or guaranteed in any way, by any bank, and may lose value.**

Merrill Lynch is solely responsible for its own contractual obligations and commitments.

### (B) ACCOUNT VALUATION AND TIER ASSIGNMENT

**(i) Tier Assignments.** Every month Merrill Lynch will perform a Valuation process on the Financial Relationship or on the Securities Account not in a Financial Relationship and will assign each Account a tier based on its Account Value. Tiers and tier assignments may be changed by Merrill Lynch without prior notice.

#### (a) BIA Accounts

Tier 1 – Less than \$250,000

Tier 2 – \$250,000 to \$999,999

Tier 3 – \$1,000,000 to \$9,999,999

Tier 4 – \$10,000,000 or more

**(ii) Effect of Tier Assignment.** The tier to which a Securities Account is assigned will determine the yield earned on deposits held in the Merrill Lynch Business Deposit Program and the Availability Delays of Cash Balances.

**(iii) Valuation.** The valuation is determined by the average monthly value of the Financial Relationship. For clients with BIA Accounts that are not in a Financial Relationship, the tier assignment for each account will be based on the account value.

At the end of the day on the last Business Day of every week, an Account Value will be calculated for each account within the Financial Relationship. At the end of the month, these weekly values will be used to determine the average monthly Account Value. The BIA Account Value will be determined by the value of cash, bank deposits, and the long market value of securities held as part of the Financial Relationship.

Valuation procedures may be changed by Merrill Lynch without prior notice. Securities and other assets will be valued in a manner determined by Merrill Lynch, in its sole discretion, and in some cases may be based on estimates, which are obtained from various sources. Values may vary from prices achieved in actual transactions, especially for thinly traded securities, and are not firm bids or offers or guarantees of any type with respect to the value of securities and other assets.

**(iv) Change in Tier Assignments.** Once a Securities Account has been assigned to a tier, the tier assignment may change on the first Business Day of the month due to Financial Relationship valuation changes as described in section 6 (B) (iii) (Valuation). For the Merrill Lynch Business Deposit Program, the new tier assignment may affect the interest earned.

#### (v) Newly Opened Accounts Without an Existing Financial Relationship.

At the end of the month of enrollment, and each month thereafter, the Securities Account will be valued and assigned to a tier. Based on the tier assignment, BIA accounts will be eligible for the corresponding yield earned on deposits held in the Merrill Lynch Business Deposit Program. Tier 1 Availability Delays will continue to apply through the end of the second month. At the end of the second month, and each month thereafter, the Securities Account will be valued and Availability Delays will be applied based on the tier assigned.

#### (vi) Newly Opened Accounts With an Existing Financial Relationship.

New Securities Account(s) associated with an existing Financial Relationship will be assigned Tier 1 during the month of enrollment. At the end of the month of enrollment, and every month thereafter, the new Securities Accounts will be valued and assigned to a tier based on the value of the Financial Relationship and applicable Availability Delays will be applied.

### (C) MONEY ACCOUNT DEPOSITS

**(i) General.** Cash Balances in a Securities Account automatically sweep to the Primary Money Account. The Money Accounts available are described below. Merrill Lynch may change the Money Account options at any time.

**THE MONEY ACCOUNTS CONSTITUTE ONLY ONE COMPONENT OF THE SERVICES. CUSTOMERS ARE ADVISED TO READ, AS APPLICABLE, THE MERRILL LYNCH BUSINESS DEPOSIT PROGRAM DISCLOSURES THAT BEGIN ON PAGE 10.**

#### (ii) Primary Money Account Options.

For BIA Accounts, the Primary Money Account that is generally available for Sweep is the Merrill Lynch Business Deposit Program.

**(iii) No Sweep.** Customer may elect that Cash Balances do not Sweep to one of the Primary Money Accounts. Cash Balances (known as “free credit balances”) will not earn interest or dividends. These balances will be covered by SIPC coverage (up to \$250,000 per customer) and excess SIPC, as described in section 6, C, v but not FDIC coverage.

**Merrill Lynch is permitted to use free credit balances in our business and such balances are not segregated. Customer has the right to receive any available free credit balances, subject to any open commitments in the Securities Account.**

**(iv) FDIC Insurance.** Deposits in the Merrill Lynch Business Deposit Program are protected by FDIC insurance, up to applicable limits. The FDIC’s standard maximum deposit insurance amount (“SMDIA”) is \$250,000 per depositor, per ownership category, per bank. Any accounts or deposits maintained with the Banks in the same legal ownership category, whether directly, through other Merrill Lynch accounts or through any other intermediary, would be aggregated for FDIC insurance limit purposes. **Clients are responsible for monitoring the total amount of deposits held at the Banks in order to determine the extent of FDIC insurance coverage available to such deposits. Merrill Lynch is not responsible for any insured or uninsured portion of such deposits.**

**(v) SIPC Protection.** Cash and securities are protected by SIPC for up to \$500,000 (including up to \$250,000 for cash). For customers who have received the full SIPC limits, further protection is provided by a policy obtained from a Lloyd’s of London syndicate. This policy provides further protection for each customer (including up to \$1.9 million for cash), subject to an aggregate loss limit of \$1 billion for all customer claims. Neither SIPC nor the Lloyd’s coverage protects against the loss of market value of securities. Neither SIPC protection nor the additional “excess-SIPC” coverage applies to deposits made through a bank deposit program or to other assets that are not securities. Each account held by a separate customer (as defined by applicable law) is treated separately for purposes of the above protection. You may obtain further information about SIPC,

including the SIPC Brochure, via the SIPC's website at [www.sipc.org](http://www.sipc.org) or by calling SIPC at 202.371.8300.

**(vi) Fees.** Merrill Lynch receives deposit brokerage fees based on the number of accounts that sweep to the Merrill Lynch Business Deposit Program, and Merrill Lynch may receive compensation based on total deposit balances. In addition, other Merrill Lynch affiliates may receive fees for providing services in connection with the Merrill Lynch Business Deposit Program.

**(vii) Right to Change/Suspension of Money Accounts.** Merrill Lynch reserves the right to change the Money Accounts available with the Service at any time. If a particular Money Account is no longer generally available in the Service or is no longer available for a particular category of Customer, the Customer authorizes Merrill Lynch to transfer, exchange and/or convert any existing shares/balances in such Money Account into another Money Account. Merrill Lynch will provide the Customer with written notice at least 60 days in advance of such transfer, exchange and/or conversion. If the offering of any particular Money Account is suspended for any reason, Merrill Lynch is authorized, but not obligated, to cause available Cash Balances in the Securities Account to be invested in another Money Account. If such suspension is of a nature that makes prior notice unfeasible, Merrill Lynch will give subsequent notice within a reasonable time.

Each of the banks are permitted to merge with another financial institutions, sell or transfer their assets, or otherwise engage in transactions that result in Customer's deposit balances in the Merrill Lynch Business Deposit Program being held at a different financial institution. Merrill Lynch will notify Customer in writing in such an event.

**(viii) Money Account Interest.** Interest on the Merrill Lynch Business Deposit Program will be compounded on a daily basis and credited to the Customer's account monthly.

#### (D) AVAILABILITY AND APPLICATION OF FUNDS AND DEPOSITS

**(i) Availability Delays.** (See Table 1 below) The availability of Cash Balances (for investment in a Money Account, to pay Disbursements or other amounts due) will depend on the type of deposit, the tier to which a Securities Account is assigned, subject to certain exceptions noted in Table 1. Merrill Lynch also reserves the right to impose additional Availability Delays under certain circumstances including, among others, (i) if a question exists about whether a deposit instrument will be paid; (ii) if an emergency exists such as a failure of communications or computer equipment; and (iii) other matters beyond the control of Merrill Lynch.

For all Securities Accounts, Cash Balances from the proceeds of sales of securities or dividend/interest receipts become available on the next Business Day following receipt.

**(ii) Cut-Off Time for Deposits.** Deposits must be received before established cut-off times for same day posting. Merrill Lynch branch offices cannot accept cash deposits.

Table 1 shows the Availability Delays for Accounts by tier assignment.

**TABLE 1 AVAILABILITY DELAYS - BIA ACCOUNT**

Deposit Type	Tier 1 <\$250,000	Tier 2 \$250,000 to \$1 million	Tier 3 \$1 million to \$10 million	Tier 4 >\$10 million
Local Check <sup>1</sup>	2 Business Days	2 Business Days	2 Business Days	1 Business Day
Nonlocal Check <sup>1</sup>	4 Business Days	4 Business Days	2 Business Days	1 Business Day
ACH Credits <sup>1</sup>	2 Business Days	1 Business Day	1 Business Day	1 Business Day
Fedwire <sup>2</sup>	0 Business Days	0 Business Days	0 Business Days	0 Business Days
Account Transfer <sup>2</sup>	0 Business Days	0 Business Days	0 Business Days	0 Business Days

<sup>1</sup> Check deposits in excess of the transaction limits set forth below are subject to a five (5) Business Day Availability Delay, and ACH Credits in excess of the transaction limits set forth below are subject to a four (4) Business Day Availability Delay, to settle Disbursements from the Securities Account, regardless of tier assignment. The foregoing notwithstanding, Cash Balances, regardless of Deposit Type and amount, will continue to Sweep according to the standard Availability Delay tables. The transaction limits are as follows:

Tier 1 \$30,000      Tier 2 \$100,000      Tier 3 \$300,000      Tier 4 \$500,000

<sup>2</sup> Immediate availability for Disbursements, same-day availability for margin loan paydown, next-day availability for Sweep to Money Account.

**(iii) Automatic Application of Funds. Subject to the Availability Delays described above, any available balances will generally be applied as follows:**

1. To pay for any purchases or amounts due in the securities account.
2. To pay for manual subscriptions to Money Accounts.
3. To pay Disbursements.
4. To Sweep on the next Business Day to the Primary Money Account.

**(iv) Disbursement Priority.** Amounts due in connection with the Service will be paid in the following order of priority:

1. from available Cash Balances;
2. from any remaining balances in the Primary Money Account;
3. Customers with margin accounts, from extensions of credit in the Account within its available loan value.

**(v) Disbursement Limitations.** There are limits on certain Disbursements. The limits are no more than three checks issued upon request by contacting Merrill Lynch from the BIA account, including certain types of ACH transactions described below, or six total "transactions" in any calendar month. A "transaction" includes checks issued upon request by contacting Merrill Lynch from the BIA Account or related transactions, outgoing Fedwires, and/or outgoing ACH transactions. For example, if in January, three checks and four ACH transactions clear the BIA account, the Customer will have exceeded the transaction limits. Any transaction in excess of the Disbursement limits will be subject to a per item fee. **If these limits are exceeded, then Merrill Lynch, in its sole discretion, may terminate Customer's ability to make Disbursements and/or terminate Customer's subscription to the BIA Service.**

**(vi) Purchasing Power**

**(a) General.** The amount available for Disbursements and manual investments in the Money Accounts is called "Purchasing Power." Purchasing Power equals the total of:

1. any available Cash Balances in the Securities Account;
2. the available value of the Money Accounts; and
3. margin accounts, the unused loan value of eligible securities in the Securities Account.

Purchasing Power is reduced: (1) on trade date for securities purchases; (2) at the time the banks and Merrill Lynch are notified of ACH and Fedwire transactions; (3) at the time of request for outgoing funds transfers; and (4) two Business Days prior to the release of any future or recurring funds transfers.

**(b) Transactions Exceeding Purchasing Power.** If a transaction exceeds the Purchasing Power, Merrill Lynch may elect to decline such a transaction, BANA may, but is not obligated to, accept such transaction as an overdraft, and advance funds to Merrill Lynch, third parties or the banks in the amount exceeding the Customer's Purchasing Power. Any overdraft, together with any finance charges incurred, is immediately due and payable to BANA. Additional fees and charges may apply.

You may remit payment for your overdraft in one of the following manners:

1. Contact the Investment Center at **877.653.4732** to transfer funds from another Merrill Lynch account (if applicable).
2. Send a check or money order, payable to Merrill Lynch to:  
Merrill Lynch  
P.O. BOX 256  
NEWARK, NJ 07101-9686

**Include your account number on your check or money order to ensure proper credit to your account. You may not use a Merrill Lynch check drawn on the same account that has the debit balance.**

3. Make a deposit at any Merrill Lynch branch office.
4. Wire funds from an external account at another institution to your Merrill Lynch account.
5. Liquidate securities held in the account.
6. Consider upgrading to a margin account and transfer the debit for an interest rate lower than overdraft. Contact the Investment Center at **877.653.4732** for current margin rates.

Please note that in the event there has been any non-related debit activity in your account since the overdraft occurred, any deposits made to your account will be used to satisfy that activity before being credited to the overdraft.

**(c) Overdraft.** In each overdraft statement cycle, Finance Charges are figured by applying a daily periodic rate of 0.049315% (18% Annual Percentage Rate) to the average daily balance of overdrafts and by multiplying the resulting figure by the number of days in that statement cycle. A daily overdraft balance is calculated by starting with the beginning balance of amounts owed, adding any new overdrafts and unpaid Finance Charges and subtracting any payments or credits received that day. The average daily balance is then calculated by adding all of the daily balances of overdrafts in that statement cycle and dividing the total by the number of days in the overdraft statement cycle. Finance Charges accrue from the date BANA accepts an overdraft until the date payment is made.

The Customer will receive a periodic overdraft billing statement from BANA that will detail, among other disclosures, any overdraft(s) plus Finance Charges on the overdraft(s), payments and credits and the balance due.

## **(E) ELECTRONIC FUNDS TRANSFERS**

**(i) General.** Requests for transfers of funds will be transmitted to banks selected by Merrill Lynch as agent for the Customer. Such banks and any subsequent banks involved in the transfer may use various systems, including the Federal funds wire transfer system, when carrying out the Customer's request. The rights and obligations of the Customer, Merrill Lynch and any banks involved in carrying out the Customer's funds transfer requests are governed by Article 4A of the Uniform Commercial Code, and by applicable rules of ACH associations or, for Federal funds wire transfers, by Subpart B of Regulation J of the Federal Reserve Board of Governors.

Transfer of funds throughout the banking system and related funds transfer and communications systems, including the Federal funds wire transfer system, involve various risks which the Customer assumes in requesting wire transfers. Such risks include, but are not limited to the following:

- The liability of banks with respect to funds transfers may be limited by law and by contract; in particular, their responsibility for processing transfers may be limited to relying upon identifying (e.g., account) numbers rather than account party names;

- Customer may not be able to cancel or amend a funds transfer request once transmitted to a bank for processing; and
- Federal funds wire transfers are irreversible once transmitted by a bank and may not be recoverable.

Merrill Lynch shall act as the Customer's agent in transmitting funds transfer requests to banks selected by Merrill Lynch and the Customer shall be regarded as the "sender" of such transfers. In addition to applicable law, the Customer's rights and obligations shall be governed by contracts that Merrill Lynch enters into with banks from time to time for funds transfers of its own and the Customer's funds.

The Customer agrees that Merrill Lynch's security procedures, which include a confidential password to initiate electronic transfers, and the security procedures of banks that Merrill Lynch contracts with for transfers of funds, are commercially reasonable. If Merrill Lynch notifies the Customer of changes in its own security procedures or if Merrill Lynch agrees to modified security procedures of such banks from time to time, the Customer's continued use of these services to request transfers shall constitute the Customer's agreement that such changed security procedures are commercially reasonable. The Customer has a right to request information about applicable security procedures at any time.

**(ii) Funds Transfer Service ("FTS").** The Customer may elect to enroll in FTS by completing the Funds Transfer Service Enrollment Form ("FTS Enrollment Form"). This document, as amended from time to time by Merrill Lynch, is hereby incorporated by reference and made a part hereof. If the Customer so elects, the Customer authorizes Merrill Lynch to initiate the transfer of funds on its behalf in accordance with instructions from the persons authorized by the Customer, and any other persons entrusted with the Customer's FTS password.

All FTS transfer requests must be accompanied by the number of the account and the confidential password ("FTS Password") selected by the Customer. Such transfers may be made by initiating credit or debit transfers to or from accounts at Merrill Lynch or at one or more financial institutions designated by the Customer in its FTS Enrollment Form, and the institutions participating in such transfers are hereby authorized to accept such debit or credit transfer instructions communicated by Merrill Lynch and to transfer funds in accordance therewith.

In the event that erroneous transfers are made pursuant to FTS, Merrill Lynch is authorized to initiate debit or credit transfers to correct such erroneous transfers, provided that any such correction is made in accordance with applicable laws, rules or regulations.

For purposes of this Agreement, an FTS Password shall cease to be effective at the commencement of business by Merrill Lynch on the first Business Day following receipt of written or telephone notice of cancellation of the Customer's FTS Password, directed to Merrill Lynch. The Customer shall not disclose its FTS Password to any person other than those persons that it has designated as authorized to initiate FTS transfers.

The Customer understands that it shall be liable for all transfers of funds, whether or not actually authorized by the Customer, that are initiated by instructions that include the FTS Password of the Customer then in effect, as well as any and all losses and damages, direct, indirect or consequential, that arise from or are attributable to such transfers. The Customer understands and agrees that Merrill Lynch may accept debit and/or credit instructions to debit and/or credit an account in which the person(s) authorized may have an interest and Merrill Lynch shall have no obligation to ascertain the propriety of any such instructions.

## **7. TERMINATION OF THE CUSTOMER'S SUBSCRIPTION TO THE BIA SERVICE**

Merrill Lynch may terminate the Customer's subscription to the BIA Service at any time in its sole discretion. The Customer may terminate its subscription to the BIA Service at any time upon notice to Merrill Lynch. Without limiting Merrill Lynch's rights in this regard, the deposit of checks followed by the prompt withdrawal of funds, for the primary purpose of



earning dividends or interest on Money Account balances from the time Merrill Lynch advances funds on the Customer's behalf until checks so deposited are collected, is inconsistent with the Service. Merrill Lynch may terminate the Customer's subscription to the BIA Service if, in its sole judgment, it appears to Merrill Lynch that the Customer is so acting.

Should the Customer's subscription to the BIA Service be terminated, Merrill Lynch may and is hereby authorized to withdraw all deposit balances in the Merrill Lynch Business Deposit Program account and to direct the liquidation of any securities or investments held by Merrill Lynch on behalf of the Customer, and apply the proceeds thereof to repay any amount payable by the Customer pursuant to this Agreement. Merrill Lynch shall have the right to offset any amount owed under this Agreement against any monies due to the Customer and any monies held in an account of the Customer with Merrill Lynch or any of its affiliates.

All rights and remedies of Merrill Lynch existing at termination of the Customer's subscription to the BIA Service shall survive and shall be in addition to all other rights and remedies available at law or equity.

## 8. FREEZING ACCOUNTS

If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the assets in the account and in other accounts you maintain with us until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account assets, we will provide notice to you as soon as reasonably possible. Notice may be made by mail or verbally or provided by other means such as via merrilledge.com, where applicable. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

## 9. LOW BALANCE DONATION

If your Merrill Lynch non-retirement account contains a balance of less than \$15.00, the next assessment of annual account fees may result in a debit balance for your account. If this occurs you will be required to pay Merrill Lynch that balance. If you choose, you have the right to direct Merrill Lynch to close your account and mail you a check. If you fail to provide instructions to do so, Merrill Lynch will donate this balance to charity. This policy is designed to prevent you from owing Merrill Lynch money and to prevent the inconvenience of having your account remain open with such a small balance. By not directing us to send you a check or otherwise transfer your remaining balance, you are deemed to expressly consent to this charitable donation.

## 10. FEES AND CHARGES

All Securities Account fees, including an annual account fee, will be charged to the Securities Account. The Customer authorizes Merrill Lynch to pay such fees from assets in the Securities Account, including Cash Balances, Money Account balances, and, if necessary, by selling other assets in the Securities Account. Merrill Lynch reserves the right to change its fees, including the annual Account fee, as well as any other fees or charges, or to implement additional fees and charges at any time, except as limited by applicable law. Fees are nonrefundable.

No transaction charge or commission will be made with respect to deposits to or withdrawals from the Merrill Lynch Business Deposit Program.

## 11. AUTHORIZATION WITH RESPECT TO CREDIT INFORMATION

The Customer hereby authorizes Merrill Lynch, the Banks and their affiliates to obtain and verify and disclose any and all financial, credit and other information relating to the Customer, to each other, to Merrill Lynch and to any affiliates of Merrill Lynch.

## 12. CONFIRMATIONS, PERIODIC STATEMENTS AND NOTICES

The Customer will receive a monthly transaction statement (the Monthly Statement) from Merrill Lynch, which will detail all account transactions during the preceding month. All account holders remain responsible for verifying the accuracy of their account statements, reading notices about their accounts, and directing activity in their accounts. The monthly

statement will include information provided by Merrill Lynch as agent for the banks and the third-party processing institution. In addition, Fiscal Year-End Statements will be provided to Customers, according to the Fiscal Year-End information provided. Merrill Lynch reserves the right to charge a fee for providing duplicate copies of Monthly Statements.

Trade confirmations and Monthly Statements shall be conclusive if not objected to by written notice delivered to Merrill Lynch within 10 business days after delivery of or communication of the confirmations or statements to the Customer by Merrill Lynch. For other transactions (such as electronic funds transfers), the Monthly Statements shall be deemed conclusive if not objected to within 60 days of mailing.

Any notices or other communications by Merrill Lynch to the Customer's address listed in the account application or to such other address as may be designated from time to time in writing or orally by the Customer, and all notices and other communications so sent by whatever means, shall be deemed to have been given personally to the Customer, upon such sending, whether or not actually received.

## 13. LIMITATIONS ON LIABILITY

Merrill Lynch, the Banks and any third parties providing services pursuant to this Agreement make no representations, warranties or guarantees, express or implied, with respect to the BIA Service or any services provided in accordance therewith, except as otherwise set forth in this Agreement. In no event shall Merrill Lynch, the Banks or any third party providing services pursuant to this Agreement be liable for lost profits or any special, consequential or exemplary damages of any nature resulting from the conduct of the BIA Service, even if Merrill Lynch, the Banks or any such third party has been notified of the possibility of such losses or damages, provided, however, that this shall not limit any party's liability for compensatory damages due to gross negligence or willful misconduct.

## 14. EXTRAORDINARY EVENTS

Merrill Lynch shall neither be responsible for any loss sustained by the Customer, nor have any obligation to provide services to the Customer or its Securities Account, when and to the extent that Merrill Lynch, or any party that provides services or facilities to Merrill Lynch in connection with the BIA Service, is prevented from doing so by government acts or restrictions, exchange or market rulings, suspension of trading, electronic or telephone failures, labor disputes, civil commotion, enemy action, war, acts of terrorism, or any other cause not within Merrill Lynch's or such other party's control.

## 15. AMENDMENTS AND ADDITIONAL DOCUMENTATION

Merrill Lynch and the Banks (as applicable) shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions, by sending written notice to the Customer at least 60 days before the effective date of the amendment. Merrill Lynch, the Banks or their affiliates, shall have the right to amend the Documents at any time with such advance notice as may be stated in the Documents, or if not stated, without prior notice. Nothing in this Agreement shall be read to limit the right of Merrill Lynch to make any change, amendment or termination of the BIA Service, the Agreement, or the Documents. The Customer understands that there may be additional documentation required by applicable law or the policies and procedures of Merrill Lynch or the Banks. The Customer shall promptly comply with any such requests for additional documents.

## 16. MISCELLANEOUS

### (A) SEVERABILITY

If any provisions of this Agreement are held to be invalid, illegal, void or unenforceable by reason of any law, rule, administrative order or judicial decision, all other provisions of this Agreement shall nevertheless remain in full force and effect.

### (B) JOINT AND SEVERAL LIABILITY

If there is more than one Customer or person signing this Agreement, their obligations under this Agreement shall be joint and several.

### (C) COSTS OF COLLECTION

To the extent permitted by applicable law, the Customer shall pay the reasonable costs and expenses of collection, including attorneys' fees, for any unpaid balance in the Securities Account or other amounts owed by the Customer to Merrill Lynch, its agents, or the banks pursuant to this Agreement.

### (D) CAPTIONS AND HEADINGS

Captions and headings of this Agreement are not part of this Agreement and shall not be considered in its interpretation.

### (E) INTEGRATION

Subject to Merrill Lynch's right to amend this Agreement and the Documents in Section 13, this Agreement, the Documents and all other documents incorporated herein by reference or required by Merrill Lynch in connection herewith, constitutes the entire understanding of the parties with respect to the subject matter hereof.

### (F) APPLICABLE RULES AND REGULATIONS

All transactions in the Securities Account and all Margin Lending Program transactions shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, on which such transactions are executed by Merrill Lynch or its agents, including subsidiaries and affiliates of Merrill Lynch. Nothing in this provision, however, shall be read to create any right in the Customer to enforce any provision of such constitution, rules, regulations, customs and usages against Merrill Lynch. You may not use your account or relationship to the firm to process transactions that are prohibited by law, including, but not limited to, restricted transactions prohibited by the Unlawful Internet Gambling Enforcement Act of 2006.

### (G) AUTHORIZATIONS

If the governing documents of the Customer require two or more persons to authorize the conduct of the Customer's business, or if any Authorized Representatives of the Customer are entities with such requirements, the Customer shall implement procedures to assure that any orders or other instructions (including, but not limited to, trading, withdrawals of funds and/or other assets by check, letter of instruction, wire or Card transaction) given to Merrill Lynch are those of the Authorized Representatives (as defined in the Authorization Form) acting jointly within the extent of their authority, even if such orders or instructions are conveyed by only one Authorized Representative to Merrill Lynch. **Merrill Lynch shall be under no duty or obligation whatsoever to verify, confirm, inquire into or otherwise assure that any instructions or orders given to it by any one Authorized Representative, or by any one individual acting on behalf of an Authorized Representative which is an entity, are authorized acts of the Customer.** In the event of conflicting instructions, Merrill Lynch reserves the right to take no action with respect to such instructions until the dispute is resolved to the satisfaction of Merrill Lynch. The Customer shall hold Merrill Lynch, its affiliates, officers, agents and employees harmless from any losses arising from Merrill Lynch's reliance on and action taken based on instructions from any one Authorized Representative, or by any one individual acting on behalf of an Authorized Representative which is an entity. If Merrill Lynch believes there is a dispute concerning the control or ownership of assets in Customer's Securities Account, Merrill Lynch may, but is not obligated to, take one or more of following actions, without any liability, until such dispute is resolved to our satisfaction:

- Restrict activity in the Securities Account;
- Require that all instructions be in writing, signed by a duly authorized representative of Customer or, if applicable, all account holders or persons claiming ownership or authority to control the Securities Account;
- Suspend or terminate the BIA Service; and/or
- File an interpleader action in an appropriate court at the expense of the Customer.

### (H) SPECIAL ACCOUNTS

Merrill Lynch has modified the conditions of the BIA Service for certain group plans and different categories of Customers. Merrill Lynch

may charge Customers different fees from those charged to other participants in the BIA Service. Merrill Lynch may make available different Money Accounts and other services and features. It is anticipated that Merrill Lynch will continue to offer modified versions of the BIA Service.

### (I) THIRD-PARTY RESEARCH

Merrill Lynch may offer you access to third-party research on certain U.S. and non-U.S. equity and fixed income securities. You agree that neither Merrill Lynch nor any of its affiliates bears any responsibility or liability for third-party research or its content which may be made available to you. You assume full responsibility for any trading decision you make based on third-party research. Access to third-party research is provided for informational purposes only and does not constitute investment advice. Merrill Lynch does not endorse or otherwise adopt third-party research reports or ratings.

### (J) SUBSTITUTE PAYMENTS

Merrill Lynch will aim to reduce the occurrence of circumstances that lead to its clients receiving substitute interest or dividend payments for their securities in lieu of payments from the issuer of the securities. For municipal securities, we may do so by informing clients when such circumstances arise in a transaction, and giving clients the opportunity to instruct us to either: (i) cancel and correct the transaction in question if a cancellation and correction can reasonably be executed or (ii) purchase a comparable security if a comparable security is available for purchase. There may be circumstances where a transaction cannot reasonably be cancelled or corrected or a comparable security is not available for purchase, which may lead to clients receiving substitute payments for their securities in lieu of payments from the issuer of the securities. Clients may receive substitute payments for their securities under a number of circumstances in normal business activities that may create a temporary shortfall that results in Merrill Lynch holding an insufficient amount of the securities at the Depository Trust Company to enable all our clients to receive the actual payment from the issuer of the securities. Under such circumstances, we will use an internal lottery system to determine on a random basis which clients to allocate substitute payments to. Clients who receive a substitute payment will see the payment indicated as such in their account statements. Merrill Lynch is committed to ensuring that its clients are not adversely impacted by their receipt of substitute payments. Therefore, to the extent substitute payments are made to our clients, Merrill Lynch will "gross up" substitute payments after the close of the year the payments are made to compensate you for any federal tax liabilities that might be incurred, including an amount equal to the tax liability on the gross up itself, in accordance with our policies, copies of which will be provided upon request.

### (K) NON-U.S.-ISSUED SECURITIES

If you trade and hold non-U.S. securities, you acknowledge and agree that Merrill Lynch or its affiliates are, or may be, required to disclose Customer name and other identifying information, including Social Security number or tax identification number, to regulators (including taxing authorities) and/or issuers to comply with local law and/or custom and practice. For example, we may be required to provide personal information in order to meet local regulations that require the submission of investor names to the local stock exchange, or an issuer may request residence and taxpayer identification information in order to obtain favorable tax treatment, such as lower withholding rates, for shareholders.

### (L) REFERRAL POLICY

Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") is an affiliate of Bank of America, N.A. and other subsidiaries of Bank of America Corporation (collectively, "Merrill Lynch"). Merrill Lynch is one of the world's largest financial institutions, serving individual consumers, small- and middle-market businesses, institutional investors, large corporations and governments with a full range of banking, investing, asset management and other financial and risk management products and services. In the event Merrill Lynch refers your business among its affiliates to provide you with certain products or services, Merrill Lynch (or its employees or representatives) may receive financial or other benefits for such referrals.

## (M) COMPLIANCE WITH APPLICABLE LAWS

You represent that you and any beneficial owner(s) if signed in a representative capacity have complied, and you agree that you and any such beneficial owner(s) will comply for so long as this Agreement is in effect, with all applicable laws (including obligations related to tax payments and reporting and to currency exchange controls) related to (i) the assets deposited, acquired or otherwise held in any securities account held at Merrill Lynch now or in the future or (ii) any other transaction you enter into with Merrill Lynch or its affiliates. You further agree and acknowledge that you and any beneficial owner(s) if signed in a representative capacity are responsible for timely paying any taxes owed to any tax authority and for timely filing all relevant tax returns in relation to assets held in any securities account held at Merrill Lynch now or in the future or any other transaction you enter into with Merrill Lynch or its affiliates.

## (N) INVESTMENT POLICY STATEMENTS – RESPONSIBILITY TO REVIEW AND MONITOR

You acknowledge that it is your sole responsibility to adhere to any investment policy statement (IPS) or similar document that applies to you. You further acknowledge that, in connection with Client's Merrill Lynch Account(s), Merrill Lynch shall not have any responsibility to review, monitor, or adhere to your IPS or similar document.

## 17. REPRESENTATIONS AS TO OWNERSHIP AND CAPACITY TO ENTER INTO AGREEMENT

The Customer represents that no one except the Customer (or the beneficial owner(s) if signed in a representative capacity) has an interest in the account or accounts of the Customer with Merrill Lynch. If this account is beneficially owned by any person who is a U.S. Securities Exchange Act of 1934 Section 16 reporting person of a U.S. public company, Customer represents that no funds or assets belonging to such U.S. public company, or any entity affiliate of such U.S. public company, will be invested through this Securities Account. If Customer is a sole proprietor, Customer represents that Customer is of legal age to contract in Customer's jurisdiction of residence. The Customer represents that no person having an ownership interest in Customer is an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm, or member corporation registered on an exchange, or of a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. If any of the foregoing representations is inaccurate or becomes inaccurate, the Customer will promptly so advise in writing.

## 18. APPLICABLE LAWS

This Agreement, with respect to all aspects of the BIA Service, including margin interest charges, shall be governed by and construed in accordance with the laws of the State of New York, except as follows: The terms of the agreements with Bank of America, N.A. are governed by federal and North Carolina law and the terms of the agreement with Bank of America California, N.A. are governed by federal law. The terms of the Customer's agreement with the third-party processing institution for checks, UMB Bank, N.A. (United Missouri Bank), are governed by Missouri law.

## 19. ARBITRATION OF CONTROVERSIES WITH MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

This Agreement contains a predispute 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.

You 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 your accounts with Merrill Lynch, 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 on which Merrill Lynch is a member, and in accordance with the respective arbitration rules then in effect of FINRA or such other exchange.

You may elect in the first instance whether arbitration shall be conducted before FINRA or another exchange of which Merrill Lynch is a member, but if you fail to make such election by registered letter addressed to Merrill Lynch at the office where you maintain your account before the expiration of five days after receipt of a written request from Merrill Lynch to make such election, then Merrill Lynch may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction.

Judgment upon the award of 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.

## 20. CUSTOMER INFORMATION AND DUE DILIGENCE

Merrill Lynch, like all U.S. financial institutions, is required to follow federal regulations to assist the government in its efforts to fight money laundering and other financial crimes, and to counter terrorist financing efforts in the U.S. and globally. Merrill Lynch obtains specific personal information from you in order to verify your identity; and you may be required to present documentary evidence of your identity in the form of government-issued identification. Merrill Lynch also uses third-party vendors to verify customer information. Foreign nationals who are permanent legal residents of the U.S. may be required to present a Permanent Resident Card (i.e., "green card") and a Social Security number to open an account in a U.S.-based Merrill Lynch office. Non individuals (e.g., a business, trust or estate) must submit sufficient evidence of legal status.

In addition to verifying the identity of our customers, Merrill Lynch captures personal information on all customers and related authorized parties who have the ability to transact, control, influence or manage an account, whether directly or indirectly. Merrill Lynch, at its discretion, may elect not to accept an account, or to terminate the account agreement and the account agreements of any related parties.



## Merrill Lynch Business Deposit Program Disclosure

This section describes the manner in which available cash balances of a Customer of the Merrill Lynch Business Investor Account financial service ("BIA") will be deposited in MMDAs at BANA and/or BA-CA by Merrill Lynch. This feature is called the Merrill Lynch Business Deposit Program.

The BIA Service includes a securities account with Merrill Lynch (the "BIA Account"). If you subscribe to the Merrill Lynch Business Deposit Program for your BIA Account, Merrill Lynch will establish a MMDA on your behalf at each of its two affiliated banks, BANA and BA-CA. The BIA Account is primarily intended for use as an investment account and cash management functions are limited. The BIA Account may not be appropriate for customers who anticipate effecting frequent third-party payment or funds transfer transactions. BIA Accounts with the Merrill Lynch Business Deposit Program are subject to transaction limits as described below and Merrill Lynch will monitor customer transaction activity. If these limits are exceeded, then Merrill Lynch, in its sole discretion, may terminate your ability to make disbursements and/or terminate your subscription to the BIA Service.

### HOW THE PROGRAM WORKS

#### 1. DEPOSITS FOR BIA ACCOUNTS

The timing of the deposit of available cash balances from your BIA Account to the MMDAs will be as set forth in your BIA Account Agreement and Program Description ("BIA Agreement").

Available cash balances of up to \$246,000 in your BIA Account are remitted automatically for deposit by Merrill Lynch, acting as your agent, to your MMDA at BANA. Merrill Lynch will make this deposit on your behalf without reference to any other amounts you may have on deposit with BANA.

If your MMDA balances reach \$246,000, then available cash balances are remitted for deposit in the same manner to your MMDA established by Merrill Lynch at BA-CA, until MMDA balances at BA-CA (from your BIA Account) reach \$246,000. If your MMDA balances at BA-CA (from your BIA Account) reach \$246,000, subsequent cash balances will be deposited in your MMDA at BANA, even if the amounts then deposited in BANA through the Merrill Lynch Business Deposit Program exceed \$246,000. Please see "Important Deposit Insurance Considerations" below regarding federal deposit insurance for these accounts.

#### 2. TRANSFERS AND WITHDRAWALS

Withdrawals will be made from your MMDAs as necessary to satisfy debits (securities purchases, checks, fees and other charges) in your BIA Account. If you have an MMDA only with BANA through the Merrill Lynch Business Deposit Program, then withdrawals will be made from your MMDA at BANA.

In general, if you have MMDAs at both BANA and BA-CA, withdrawals will be made first from your MMDA at BA-CA, then from your MMDA at BANA. If your MMDA balances at BANA exceed \$250,000, then generally withdrawals will be made from your MMDA at BANA until that balance is equal to or less than \$250,000.

For U.S. clients, the BIA Service has limits on disbursements. The limits are:

- three checks issued upon request by contacting Merrill Lynch from the BIA Account in any calendar month, or
- six total "transactions" in any calendar month.

A "transaction" includes checks issued upon request by contacting Merrill Lynch from the BIA Account or related transactions, outgoing Fedwires, and/or outgoing ACH transactions. For example, if in January three checks and four ACH transactions clear the BIA account, customer will have exceeded the transaction limits. Any transaction in excess of the Disbursement limits will be subject to a fee. In addition, Merrill Lynch, in its sole discretion, may terminate your ability to make disbursements and/or terminate your subscription to the BIA Service.

As required by federal regulations, BANA and BA-CA reserve the right to require seven days' prior notice before permitting a transfer out of the MMDAs. BANA and BA-CA have not exercised this right in the past.

The MMDAs are not transferable.

### OTHER INVESTMENT OPTIONS

The Business Investor Account does not offer any other options for the automatic "sweep" of your cash balances. Merrill Lynch offers a number of investment alternatives that may be considered comparable to cash deposits held at BANA and/or BA-CA and some of these alternatives may pay a higher return than the interest rate paid on bank deposit balances held at BANA and/or BA-CA.

### Additional disclosures — Merrill Lynch Business Deposit Program

#### INTEREST

Balances at BANA and BA-CA will earn the same interest rate and rate of return. Interest rates may change daily.

You can access current interest rate information on [merrilledge.com](http://merrilledge.com) by accessing the "Deposit Account & Money Fund Rates" link at the bottom of each page or by calling the Investment Center at **877.653.4732**.

Interest rates are based on economic and business conditions, and interest rates will be tiered based upon your relationship with Merrill Lynch and Bank of America as determined by the value of assets in your account(s).

(Clients enrolled in certain discretionary Investment Advisory Services will be entitled to the Tier 4 interest rate on cash balances swept to the Merrill Lynch Business Deposit Program.)

Generally, deposits of clients in higher Asset Tiers (as defined in the BIA Account Agreement and Program Description) will receive higher interest rates than deposits of clients in lower Asset Tiers.

For more information on Asset Tiering, please see the Basic Cash Management Services section 6 (B) of the BIA Account Agreement and Program Description.

The rates of return paid with respect to the accounts may be higher or lower than the rates of return available to direct depositors of either BANA or BA-CA for comparable accounts. You should compare the terms, rates of return, required minimum amounts, charges and other features of the deposits at either BANA or BA-CA with other accounts, sweep programs and alternative investments offered by or through Merrill Lynch or other institutions.

Interest will accrue on MMDA balances from the day they are deposited to either BANA or BA-CA to (but not including) the date of withdrawal, and will be compounded daily and credited monthly. Both BANA and BA-CA use the daily balance method to calculate interest on the accounts. This method applies the applicable rate to the principal in the account each day.

#### ACCOUNT STATEMENTS AND INFORMATION

All deposits to and withdrawals from BANA and BA-CA will be confirmed and appear in chronological sequence on monthly statements. In addition, the statement will show the total of your opening and closing balances for the period at BANA and/or BA-CA. To determine your total deposits in BANA and/or BA-CA through the Merrill Lynch Business Deposit Program, you will need to add the balances shown on each statement. The statements will also include interest earned for the period at each Bank.

You may obtain information about your accounts with either BANA and/or BA-CA, including balances, checking activity and current interest rates, by calling the Investment Center at **877.653.4732**. You can also access current interest rate information on [merrilledge.com](http://merrilledge.com) by accessing the "Deposit Account & Money Fund Rates" link at the bottom of each page.

#### YOUR RELATIONSHIP WITH MERRILL LYNCH

Merrill Edge is the marketing name for two businesses: Merrill Edge Advisory Center™, which offers team-based advice and guidance brokerage services; and a self-directed online investing platform. Both are made available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S). Neither Merrill Lynch, nor any Merrill Lynch representative, will provide any tax, legal or investment advice nor give any advice or offer any opinion regarding the suitability of any security, order or transaction in a Merrill Edge Self-Directed Investing account. No Merrill Lynch Research



opinion or Independent Research opinion or a security on any list (such as our US 1 Stock List) or any information provided to clients either on our website or by mail or any other means constitutes a recommendation to a specific client to purchase, hold or sell any investment. You agree that any investments you make through Merrill Edge Self-Directed Investing, whether based information obtained from Merrill Lynch or otherwise, will be solely your own decisions and based on your own evaluation of your personal investment risk profile and your investment objectives.

In addition to retaining the sole responsibility for investment decisions, you understand and agree that you are responsible for knowing the rights and terms of all securities in your account, specifically including valuable rights that expire unless the holder takes action. This includes, but is not limited to, warrants, stock rights, convertible securities, bonds, and securities subject to a tender or exchange offer. You understand and agree that Merrill Lynch accepts no obligation to notify you of any upcoming expiration or redemption dates, or, except as required by applicable law or regulation, to take any action on your behalf without specific instructions from you. You also agree that all dividends and interest payments credited to your account shall accumulate rather than be paid to you upon receipt, but shall be subject to your withdrawal from time to time upon request for a check or other funds transfer.

Merrill Lynch is acting as agent for its customers for the deposits at BANA and/or BA-CA. Merrill Lynch establishes an omnibus account at BANA and BA-CA to hold the deposits on your behalf. No evidence of ownership, such as a passbook or certificate, will be issued to you.

As central asset accounts, the BIA Account is an investment and money management vehicle. The BIA Account is not a bank account. In addition, all transactions are effected through Merrill Lynch, as agent, and not directly between you and BANA or BA-CA.

**Deposits with BANA are obligations of BANA only and are not guaranteed by or obligations of Bank of America Corporation or any other subsidiary thereof. Deposits with BA-CA are obligations of BA-CA only and are not guaranteed by or obligations of Bank of America Corporation or any other subsidiary thereof. Upon request, you will be provided with the publicly available summary financial information that Merrill Lynch has relating to BANA and BA-CA. Merrill Lynch is not a bank. Securities made available through Merrill Lynch are not guaranteed by any bank, are not insured by the FDIC, and may lose value.**

Merrill Lynch may, in its sole discretion and without advance notice, terminate your use of the BIA Account. Either BANA or BA-CA may also terminate, in its sole discretion and without notice, your MMDA. If Merrill Lynch does not wish to continue to act as your agent with respect to your MMDAs, you may deal directly with either BANA or BA-CA, subject to its rules with respect to maintaining direct bank accounts. Similarly, if you decide that you no longer wish to have Merrill Lynch act as your agent and messenger with respect to the MMDAs established for you at either BANA or BA-CA, you may establish a direct relationship with either BANA or BA-CA, subject to its rules with respect to maintaining such accounts, by requesting to have the MMDA established in your name. This will result in severance of the MMDAs from your account.

As stated in the BIA Agreement, Merrill Lynch may delay payment from your MMDAs for a certain number of days based upon factors including whether the source of funds placed in your BIA Account was an electronic funds transfer, check, draft or similar instrument.

## BENEFITS TO MERRILL LYNCH

BANA and BA-CA use bank deposits to fund current and new lending, investment and other business activities. Like other depository institutions, the profitability of BANA and BA-CA is determined in large part by the difference between interest paid and other costs incurred by them on bank deposits, and the interest or other income earned on their loans, investments and other assets. The deposits provide a stable source of funding for BANA and BA-CA, and borrowing costs incurred to fund the business activities of BANA and BA-CA have been reduced by the use of deposits from Merrill Lynch clients.

Merrill Lynch receives compensation from BANA and BA-CA of up to \$65.00 per year for each BIA Account that has uninvested cash balances automatically sweep to BANA and/or BA-CA under the Merrill Lynch Business Deposit Program. The amount of this compensation is subject to change from time to time, and Merrill Lynch may waive all or part of it. Other than the regular BIA Account fees, there will be no charge, fee or commission imposed with respect to your deposits with either BANA or BA-CA.

## ABOUT DEPOSIT INSURANCE

### FDIC INSURANCE

FDIC insurance covers all deposit accounts at an FDIC insured bank, which includes Merrill Lynch Business Deposit Program deposits. Deposits maintained in different categories of legal ownership — such as individual accounts, joint accounts, business accounts or certain retirement accounts — are separately insured by the FDIC, up to the applicable SMDIA per depository institution. The SMDIA is \$250,000 per depositor, per ownership category, per bank.

Your FDIC protection takes effect as soon as BANA and/or BA-CA receives your deposits from Merrill Lynch. Under the Merrill Lynch Business Deposit Program, amounts in excess of the SMDIA may be deposited into BANA and/or BA-CA. For purposes of determining FDIC deposit insurance coverage, deposits (including CDs) you maintain at the same Bank in the same legal ownership category, either directly or through any other account at Merrill Lynch or any other intermediary, will be aggregated.

**You are responsible for monitoring the total amount of your deposits in order for you to determine the extent of insurance coverage available to you on your deposits, including any CDs. Merrill Lynch is not responsible for any insured or uninsured portion of Merrill Lynch Business Deposit Program deposits, CD's or any other deposits.**

Merrill Lynch will not be obligated to you for amounts not covered by deposit insurance nor will Merrill Lynch be obligated to make any payments to you in satisfaction of a loss you might incur as a result of a delay in insurance payouts applicable to your MMDA. Merrill Lynch will not be obligated to credit your BIA account with funds in advance of their payment to Merrill Lynch by the FDIC. Each MMDA constitutes a direct obligation of the issuing depository institution and is not directly or indirectly an obligation of Merrill Lynch.

Since deposit insurance coverage is based on a customer's funds on deposit in any one depository institution, coverage can change if two or more institutions where you have funds on deposit merge or consolidate. Please note that if your deposits at a depository institution are assumed by another depository institution ("acquirer") pursuant to a merger or consolidation, such deposits will continue to be separately insured from the deposits that you might have established with the acquirer until the expiration of a six-month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquirer held in the same ownership category for purposes of FDIC coverage. Any deposit opened at the acquired institution after the acquisition will be aggregated with deposits established with the acquirer for purposes of FDIC coverage.

### IMPORTANT DEPOSIT INSURANCE CONSIDERATIONS

Funds on deposit in the same form of legal ownership at BANA and BA-CA are eligible for insurance by the FDIC, up to the SMDIA (including principal and accrued interest). For purposes of determining deposit insurance coverage, all accounts or deposits (including CDs) you hold either directly or through any other account at Merrill Lynch or any other intermediary in the same bank will be aggregated. Amounts on deposit at BANA or BA-CA in the same insurable capacity (including CDs and other deposits you may have) in excess of the applicable FDIC insurance limit will not be covered by FDIC insurance.

If you have other BIA Accounts (same depositor, same ownership category) that sweep funds to BANA and BA-CA, you should note that remittances of funds from these accounts are made by Merrill Lynch, as your agent, on an automated and independent basis. Merrill Lynch will not monitor and adjust deposits with BANA and BA-CA to achieve the greatest deposit insurance coverage for you between or among your BIA Accounts.

Customers with more than one BIA Account that sweeps available cash balances to BANA and BA-CA should consider various alternatives to lessen the amount of their uninsured deposit balances. These alternatives may include selecting a different Money Account into which available cash balances for their second (or additional) accounts are swept, if available, and carefully monitoring and periodically adjusting the amount of their deposit balance with BANA and BA-CA.

## PAYMENTS UNDER ADVERSE CIRCUMSTANCES

In the event that FDIC payments become necessary, the FDIC is required to pay principal plus unpaid and accrued interest to the date of the closing of the relevant depository institution as prescribed by law and applicable regulations. Since there is no specific time period during which the FDIC must make available such insurable payments, you should be prepared for the possibility of an indeterminate delay in obtaining insurable payments. In addition, you may be required to provide certain documentation to the FDIC and to Merrill Lynch before any insurance payouts are released to you.

## ADDITIONAL INFORMATION FROM THE FDIC

If you have questions about FDIC insurance coverage, you may obtain information by contacting the FDIC, by letter, FDIC, Attn: Deposit Insurance Outreach, 550 17th St., N.W., Washington, DC 20429; by phone **877.ASK.FDIC** (877.275.3342) or **800.925.4618** (hearing impaired); or by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov).

## Margin Truth-In-Lending Disclosure Statement

### 1. RATES

(a) If the Customer has elected the Margin Lending Program, the Customer may obtain loans through its Securities Account based on the value of eligible securities for the purpose of buying, trading or carrying securities or for a non-securities purpose. Interest rates for margin loans are variable and depend in part on the amount owed to Merrill Lynch.

(b) The Merrill Lynch "Base Lending Rate" will be used for determining interest rates to be charged on credit extended to the Customer. The Base Lending Rate, which will be adjusted from time to time, is set by Merrill Lynch with reference to commercially recognized interest rates. The rates at which interest is charged are based on a sliding scale of percentages added to the current Base Lending Rate. Refer to the chart below for Merrill Lynch's current percentages added to its Base Lending Rate.

Average Daily Debt Balances	Schedule of Percentages Added to the Base Lending Rate
\$0 to \$24,999	3.375%
\$25,000 to \$99,999	2.250%
\$100,000 to \$499,999	0.875%
\$500,000 to \$999,999	0.625%
\$1,000,000 to \$4,999,999	0.000%
\$5,000,000 to \$9,999,999	-0.500%
\$10,000,000 and above	-0.750%

As of 8/1/2014

(c) The Monthly Statement will indicate the specific interest rate, the average daily debit balance of the account, the number of days during which a debit balance was outstanding in the Securities Account and the actual interest charge made for the charge period. For each charge period in which there is a change in the Base Lending Rate, the statement of account will separately itemize that information with respect to each rate of interest that was applied to the account during the charge period. The foregoing rates may be varied in individual situations, as warranted, at Merrill Lynch's discretion.

### 2. ADJUSTMENT OF RATE WITHOUT PRIOR NOTICE

(a) The interest rate applicable to Margin Lending Program loans are subject to change without prior notice in accordance with changes in the Base Lending Rate. If there is a change in the Base Lending Rate during the charge period, the rate of interest applied will automatically be increased or decreased accordingly for the remainder of the charge period or until another change in the Base Lending Rate occurs. If the method of calculating the rate is to be changed for any other reason, the Customer will receive at least 30 days' written notice prior to such change.

### 3. CHARGE PERIOD

(a) The period for which interest charges are made runs from the last Friday in each month up to and including the last Thursday of the following month. There are three variations to this: (1) if the last Friday of the month is a holiday, then the interest charge period will end one Business Day earlier; (2) in December, the interest charge period will end on the next to the last Business Day of the year (and the interest charge period for January of the following year will begin on the last Business Day of the year); and (3) for accounts that receive calendar month-end statements, the interest charge period runs from the last Business Day of the calendar month up to and including the next-to-last Business Day of the following calendar month.

(b) The interest charge period parallels the monthly statement period, except that interest for the final day of the statement period will be carried over and reflected on the next month's statement. The final day of the statement period is the last Friday of the month, except (1) if that Friday is a holiday, the final day of the statement period is the prior Business Day; (2) in December, when the final day of the statement period is the last Business Day of the year and (3) for accounts that receive calendar month-end statements, the final day of the statement period is the last Business Day of the calendar month.

(c) The average debit balance entry, which will appear on the Securities Account Statement, is calculated based upon the number of days on which there was a debit balance in the Securities Account and not on the total number of days in either the charge period or the statement period.

### 4. COMPUTATION OF CHARGES

(a) At the close of each charge period during which credit was extended through the Margin Lending Program, an interest charge is computed by multiplying the average daily debit balance by the applicable schedule rate and by the number of days during which a debit balance was outstanding and then dividing by 360. If there has been a change in the Base Lending Rate, separate computations will be made with respect to each rate of charge for the appropriate number of days at each rate during the charge period. The interest charge for the charge period is due and payable at the close of the charge period. The exact amount due may be obtained from the Merrill Lynch office servicing the Customer's account. If the interest charge is not paid at the close of the charge period, it will be added to the opening debit balance for the next charge period. This Agreement with our Customers using the Margin Lending Program service is governed by the laws of the state of New York, where Merrill Lynch maintains its principal place of business.

### 5. SHORT SALES AND SHORT SALES AGAINST THE BOX

(a) The market value of securities that are sold "short" by a Customer are adjusted daily for credit purposes by a process called "marking to the market." "Short sales against the box" are treated in exactly the same way as short sales. The market values of all securities sold short in the Securities Account, including securities sold short against the box are treated as a debit for the purpose of calculating interest charges. In other words, the closing market value of the securities that were sold short against the box is determined each Business Day and, depending upon whether the market value increased or decreased, the change in the market value is either added to the net debit balance or subtracted from the net credit balance in order to calculate interest charges. The market value of long securities in the Securities Account against which a short sale is made is not included in the computation of interest charges. If the total market value of the securities sold short increases, then the debit adjustment to the net balance will increase by the same amount for the calculation of interest charges. Conversely, if the total

market value of the securities sold short decreases, then the debit adjustment to the net balance will also decrease by a like amount for the calculation of interest charges. These upward or downward adjustments of balances are for credit calculation purposes only. Except as noted in the following section, "Sales Not Long," in computing interest charges, Merrill Lynch offsets any credit balance in any of the Customer's securities accounts with Merrill Lynch standing in the same name.

## 6. SALES NOT LONG

(a) Customers may have the occasion to sell securities that are owned, but have not yet been placed into the Securities Account. The securities must be delivered to Merrill Lynch by the settlement date of the transaction. Any credit resulting from the proceeds of such a sale will not be used as an offset in computing interest charges until the securities sold are actually received into the Securities Account in good deliverable form.

## 7. OPTIONS

(a) Options can be traded in an account with the Margin Lending Program and can be used to hedge a leveraged position. Options cannot be purchased or sold on credit or borrowed against for purchases. No credit can be extended on options held. Writers of options, other than certain covered call writers and certain writers of cash-secured puts, must comply with the applicable initial equity and maintenance requirements that are set by Merrill Lynch, subject to minimum requirements imposed by the Federal Reserve Board and by securities and options exchanges and other self-regulatory organizations. These requirements vary depending on the underlying interest and the number of option contracts sold. Merrill Lynch, the Federal Reserve Board, the securities and options exchanges and other self-regulatory organizations may increase these requirements at any time. In addition, certain position limits and additional initial equity and maintenance requirements may be imposed from time to time by Merrill Lynch without prior notice. If these limits and requirements are not met, Merrill Lynch will close out sufficient option contracts to bring the account into compliance with them. Furthermore, options trading must be approved in advance by Merrill Lynch and additional documents are necessary. Options transactions involve certain risks and are not appropriate for every investor.

## 8. LIENS AND ADDITIONAL COLLATERAL

(a) Securities and other property in any of your accounts with us, except for those held in retirement accounts, such as IRA's, are collateral for any debit balances in any of the Customer's accounts. A lien is created by these debits to secure the amount owed to Merrill Lynch. Merrill Lynch retains the right to require additional collateral any time Merrill Lynch deems it necessary for its protection. These maintenance calls can be met by the prompt delivery of either additional acceptable securities or cash.

(b) In accordance with the terms of this Agreement, should the equity in the Customer's account(s) fall below minimum maintenance requirements for the Margin Lending Program, securities in the Customer's account(s) may be sold to reduce or satisfy the debit balance. At present, Merrill Lynch's minimum maintenance requirement for most stocks eligible for the Margin Lending Program is 30% of their current market value or \$3 per share, whichever is greater.

(c) For the purposes of this agreement, "Securities and Other Property" shall include, but not be limited to, money securities, securities entitlements, financial assets, investment property, financial instruments, and commodities of every kind and nature and all contracts and option relating thereto, whether for present or future delivery. (143b) All Securities and Other Property will be treated as financial assets under Article 8 of the New York Commercial Codes.

(d) Other than retirement accounts, such as IRAs. If the securities in your margin account decline in value, so does the value of the collateral supporting your loan, and, as a result, Merrill Lynch can take action, including issuing a margin call and/or selling securities in your account with Merrill Lynch to maintain the required equity in your account.

(e) You agree that to the extent permitted by New York law, Merrill Lynch shall collect from you reasonable costs and expenses of collection of any such debit balance(s) and any unpaid deficiency in your account, including but not limited to attorney's fees that Merrill Lynch incurs or pays in connection with such efforts.

## Securities-Based Loan Disclosure Statement

### RISK FACTORS YOU SHOULD CONSIDER BEFORE USING MARGIN OR OTHER LOANS SECURED BY YOUR SECURITIES ACCOUNTS.

#### OVERVIEW

Merrill Lynch is furnishing this Disclosure Statement to provide you with a summary of the risks involved in purchasing securities on margin or otherwise borrowing funds secured by assets in your securities account(s)—known as "securities-based credit." You should understand those risks before using securities-based credit as part of your investment strategy or as a liquidity source. In addition, you should understand:

- The terms of your loan agreement;
- The interest rate you will pay;
- Initial margin and maintenance requirements and how market fluctuations may result in a "maintenance call"; and
- The lender's procedures for issuing maintenance calls and liquidating securities and other assets in your accounts.

Please carefully review your loan agreement and speak to your Financial Advisor, a Merrill Edge Advisory Center team member or an Investment Center representative regarding any questions or concerns before trading securities in a margin account or otherwise using leverage.

#### MARGIN

When you purchase securities, you may pay for the securities in full, or if your account has been established as a margin account with the Margin Lending Program, you may borrow part of the purchase price from Merrill Lynch, thereby "leveraging" your investment. If you choose to borrow funds for your purchase, Merrill Lynch's collateral for the loan will be the securities purchased, other assets in your margin account, and your assets in any other accounts at Merrill Lynch (other than retirement accounts, such as IRAs). If the securities in your margin account decline in value, so does the value of the collateral supporting your loan, and, as a result, Merrill Lynch can take action, including issuing a margin call and/or selling securities in your accounts with Merrill Lynch to maintain the required equity in your account.

If your securities account has a Visa® card and/or checks, you may also create a margin debit if your withdrawals (by Visa card, checks, pre-authorized debits, FTS or other transfers) exceed the sum of any available free credit balances plus available money account balances (such as bank deposit balances or Money Market Mutual Funds). Please refer to your account documents for more information.

You should note that it may be more advantageous to pay cash than to use margin for smaller securities purchases. On smaller purchases of securities, a higher percentage of the transaction costs goes to commissions and interest charges, which are generally higher on smaller balances. The commissions plus the interest charges could equal or exceed any appreciation in your securities.

#### BORROWING FOR PURPOSES OTHER THAN MARGIN

You may also borrow against the value of securities or other assets in your securities accounts for purposes other than to purchase securities. When you do so, the assets in your account are "pledged" as collateral to secure the loan. In such cases, your loan may be made by Merrill Lynch (in a margin account) or by an affiliated lender in a separate loan account with the lender. For example, the Loan Management Account® (LMA®) is a loan made by our affiliate, Bank of America, N.A., that is secured by a pledge of assets in your Merrill Lynch securities account.

The assets eligible for collateral for these types of loans differ from the assets eligible for margin loans. For example, investment grade CDs are eligible assets for non-margin loans but are not eligible for margin loans.

## INTEREST RATES

Interest rates vary by loan program so be sure you understand how interest rates are determined. The interest rate charged on the loan will reduce your overall rate of return. Interest expense for taxable securities purchased on margin may be deductible up to net investment income. Merrill Lynch is not a tax advisor and you should consult your tax advisor regarding your particular situation.

Interest rates are usually based on an index plus or minus a percentage. The index may be an internal one, such as our Base Lending Rate for margin, or an external one, such as the one-month London Interbank Offered Rate (LIBOR). In either case, your interest rate can change without notice to you if the index changes. A fixed rate of interest may be available with certain loan programs.

Your interest rate may be based on your outstanding loan balance (as in our margin lending program) or on the total credit available (as in the Loan Management Account). As a result, your interest rate can change without notice to you in accord with changes to your loan balance or available credit.

Interest charges not paid at the close of the applicable interest period are typically added to your loan balance. You can elect to pay the interest charges plus any principal balance. Your interest charges will be shown on your account statements.

## MAINTENANCE REQUIREMENTS

Your pledged assets must meet specified maintenance requirements. In other words, the assets must at all times maintain a certain minimum value. If the assets in your account decline in value and fall below these maintenance requirements, the lender may require you to deposit additional collateral—known as a “margin call” or “maintenance call”—or take other action as permitted by the loan agreement. The lender is also permitted, for example, to sell assets in any of your pledged Merrill Lynch accounts to meet maintenance requirements.

The forced sale of your assets may negatively affect your ability to follow your investment strategy or achieve your investment objectives. Some or all of the assets may be sold at prices higher than what it initially cost you to acquire them. If that happens, you may suffer adverse tax consequences.

You can reduce the possibility of maintenance calls by carefully considering the volatility of the securities you pledge as collateral and the amount that you borrow. Risk-management strategies you should consider include:

- Borrowing less than the maximum allowable amount.
- Borrowing against a portfolio of less volatile securities such as government treasuries, high-grade corporate bonds and blue-chip stocks.
- Pledging a diversified portfolio as collateral.
- Watching your portfolio carefully, especially when market conditions are fluctuating. By doing so, you will be aware of a potential decline in value before a maintenance call becomes necessary.

## MARGIN RISK DISCLOSURE STATEMENT

In accordance with FINRA requirements, Merrill Lynch is furnishing this Margin Risk Disclosure Statement. It is important that you fully understand the risks involved in using securities-based credit. As used below, “we” and “us” refers to the lender extending the loan. The risks of using securities-based credit include the following:

- **You can lose more funds than you deposit in your margin account.** A decline in the value of securities that are purchased on margin may require you to provide additional funds to us to avoid the forced sale of those securities or other assets in your account(s).
- **We can force the sale of securities or other assets in your account(s).** If the equity in your account falls below the maintenance margin requirements or our higher “house” requirements, we can sell the assets in your accounts with Merrill Lynch to cover the margin deficiency. For margin loans, we can sell the assets in any of your accounts held by Merrill Lynch. For other securities-based loans, you should check your loan agreement. You also will be responsible for any remaining loan balance in the account after such a sale.

- **We can sell your securities or other assets without contacting you.** Investors sometimes mistakenly believe that they must be contacted for a maintenance call to be valid, and that securities or other assets in their accounts cannot be liquidated to meet the call unless they are contacted first. This is not the case. We will attempt to notify you of maintenance calls, but we are not required to do so. Even if we have contacted you and provided a specific date by which you can meet a maintenance call, we can still take necessary steps to protect our interests, including immediately selling the securities or other assets without notice to you.
- **You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a maintenance call.** Because the securities and other assets in your account(s) are collateral for the loan, we have the right to decide which assets to sell in order to protect our interests.
- **We can increase our “house” maintenance requirements at any time and are not required to provide you advance written notice.** These changes in our policy may take effect immediately and may result in the issuance of a maintenance call. Your failure to satisfy the call may cause us to liquidate or sell assets in your account(s).
- **You are not entitled to an extension of time on a maintenance call.** While an extension of time to meet maintenance requirements may be available to you under certain conditions, you do not have a right to the extension.

If you have any questions or concerns about margin and the Margin Lending Program, please contact the Investment Center at **877.653.4732**

## Appendix A – BIA Account Fees

The following fees will be charged in addition to brokerage commissions, fees, mark-ups and mark-downs in connection with securities transaction in the BIA Account.

Description	BIA Account Fees
Account Fee (per account)	No Fee
<b>Transaction Fees</b>	
Check Deposit - U.S. Currency	No fee for the first 10 checks processed per month, \$0.35 per check thereafter
Stop Payment Fee	\$25 per item
Domestic and International Fedwires <sup>3</sup> (Outgoing) - U.S. Currency	\$24.95 per item
Domestic Fedwires (Incoming)	No fee
Non-sufficient Funds - Funds Transfer Service Returned	\$10
Monthly Account Statement	No Fee
Duplicate Statement <sup>4</sup>	\$5 per item
Online Services	No fee
<b>Miscellaneous</b>	
Account Transfer Fee	\$49.95 per account
Payment Extension	\$25
Delivery of Securities	\$50 per security for a certificate
Direct Registration System Statement	\$25 per security
Government Securities	\$125 per security
Bond Coupon Deposit	\$5 per issue
Mandatory Exchange	\$50 per security
Voluntary Exchange	\$30 per security





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<sup>3</sup> BIA Accounts are limited to a total of six (6) disbursements per calendar month, three (3) of which can be checks. Clients who exceed these limits will be charged \$15.00 per item over the given month.

<sup>4</sup> There is no per item fee when one of the following conditions apply:

- Account has the FBE trait
- Financial Relationship is a Tier 3 or Tier 4. Fees are subject to change.


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