

# Merrill Edge<sup>®</sup> Self-Directed Retirement Cash Management Account (RCMA Account)

## Account Application Booklet and Agreements

**Return your completed application form along with the additional documents.**

You may return via standard or express delivery or via fax.

**By Standard Mail:**

Merrill  
New Account Support  
MSC NJ2-140-02-15  
P.O. Box 1501  
Pennington, NJ 08534

**By Express Delivery:**

Merrill  
New Account Support  
MSC NJ2-140-02-15  
1400 American Boulevard  
Pennington, NJ 08534

**By Fax:**

New Account Support  
866.214.1649

Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation ("BofA Corp."). MLPF&S is a registered broker-dealer, registered investment adviser, Member [SIPC](#) and a wholly owned subsidiary of BofA Corp.

Merrill Edge<sup>®</sup> Self-Directed is available through MLPF&S.

Investment products:

**Are Not FDIC Insured**

**Are Not Bank Guaranteed**

**May Lose Value**

# Merrill Edge® Self-Directed Retirement Cash Management Account (RCMA Account)

The Retirement Cash Management Account® (RCMA) is an investment-only brokerage account that helps plan sponsors manage and invest retirement plan assets. Only U.S. residents and businesses can apply for a Merrill Edge Self-Directed investing account.

**Instructions**

**Please provide/complete the following:**

- Account Setup ..... 3
- Tell us about the Company ..... 3–5
- Tell us about the Plan ..... 6
- Certification of Authorized Designees ..... 6
- Primary Money Account Sweep and Tax Certification ..... 7
- Authorized Individual Designation Form ..... 9
- Additional Guidance ..... 11

**Additional Required Documents**

- Authorized Individual Designation Form
- A separate form for each authorized designee should be completed
- RCMA Check Information Form
  - RCMA Check Authorization Change Form (if applicable).

**Agreements & Disclosure**

- Client Relationship Summary
- Merrill Edge Self-Directed Investing Terms of Service
- RCMA Agreement
- RCMA Program Description
- RCMA Fee Disclosure
- Merrill Edge Self-Directed RCMA Fee Disclosure
- Merrill Lynch Bank Deposit Program Disclosure Statement: Employee Benefit Plans
- Merrill Lynch’s Institutional Retirement Mutual Fund Share Class Policy

- Business Continuity Planning
- Merrill Direct Reinvestment Service
- Trusted Contact Person Form
- U.S. Consumer Privacy Notice
- Federally Required Affiliate Marketing Notice
- Trusted Contact Disclosures Under FINRA Rule 4512

**Table of Contents**

**Account Application:**

- I. Account Setup ..... 3**
- II. Tell us about the Company ..... 3–5**
- III. Tell us about the Plan ..... 6**
- IV. Certification of Authorized Designees ..... 6**
- V. Primary Money Account Sweep and Tax Certification . 7**
- VI. RCMA Check Information Form ..... 8**
- VII. Authorized Individual Designation Form ..... 9**
- VIII. RCMA Check Authorization Change Form ..... 10**
- IX. Additional Guidance. .... 11**

# I. Account Setup

## Account Information

RCMA accounts offer multiple cash sweep options and check writing features (only the Plan Trustee or Authorized Designee can write checks).

**Trustee-Directed:** The plan trustee controls all account activity, including investment direction.

**Participant-Directed:** The participant controls investment direction only. The Trustee (or Authorized Designee(s)) directs all other account activity.

### Corporate Issuers:

Under federal securities rules Merrill may be required to disclose your name, address and relevant investment holdings to corporate issuers whose investments you own. If you elect to opt out of this disclosure requirement, you will not receive any corporate communications from the issuer, however you will still receive from us regulatory mailings required to be sent to all holders. If you wish to exercise this preference, select the box below.

☐ I elect to opt out and not disclose my name, address and securities positions to corporate issuers

# II. Tell us about the Company

## Business Information

Submission of a completed Tax Certification Form (Section V) is required.

Business Name			
Social Security or Taxpayer ID Number (select one)		TIN	SSN
State of Incorporation/Organization		Fiscal Year End (MM/DD)	
Country of Incorporation/Organization			
Year of Incorporation/Organization		Country of Tax Residency	
		<b>Entity Type</b> (select one) U.S. Corporation Limited Partnership Sole Proprietorship S-Type Corporation Member-Run Limited Liability Company Manager-Run Limited Liability Company	

## Business Addresses

P.O. Boxes cannot be provided for the legal address, but are acceptable for the mailing address.

Complete the **Business Mailing Address** and **Business Headquarters Address** only if they are different from the Business Legal Address.

Business Legal Address (Cannot be a P.O. Box)			
City		State	Zip Code
Mailing Address (if different from Legal Address)			
City		State	Zip Code
Business Headquarters Address (if different from Legal Address)			
City		State	Zip Code

## Contact Information

All information in this section is required.

Write "N/A" if a business website does not exist.

Business Primary Contact Name	Business Primary Contact Telephone
Business E-mail Address	Business Website

## II. Tell us about the Company (continued)

Financial Information					
<b>All information in this section is required.</b>  Select only one value for each question.	<b>Gross Revenue:</b>	<\$1MM	\$1–\$5MM	\$5–\$25MM	>\$25MM
	<b>Sales Volume:</b>	<\$1MM	\$1–\$5MM	\$5–\$25MM	>\$25MM
	<b>Annual Income:</b>	<\$1MM	\$1–\$5MM	\$5–\$25MM	>\$25MM
	<b>Net Worth:</b>	<\$1MM	\$1–\$5MM	\$5–\$25MM	>\$25MM
	<b>Total Employees:</b>	0–49	50–99	100–499	500 or greater
	Does the business entity derive revenue from government defense contracts?				No Yes
	Does the business entity's primary activity include trading or investing in crypto currencies?				No Yes
	Is this entity involved in the cultivation, distribution, or sale of marijuana (medical, non-medical, or state legalized)?				No Yes
Does the business entity derive revenue or plan to derive revenue from or otherwise conduct business in or with an economically sanctioned country?				No Yes	

Source of Wealth																
<b>Source of Wealth:</b> How did the entity accumulate the majority of its assets? This should reflect the origin of the assets.	<b>Primary Source of Wealth</b> (select only one) <table border="0"> <tr> <td>Income from Employment</td> <td>Charitable Trust</td> <td>Donations, grants, endowments (e.g., foundations, family, private, public)</td> </tr> <tr> <td>Insurance Benefits</td> <td>Income from client's own business or sale of business</td> <td>Household wealth (e.g., spouse, minors, financial dependents)</td> </tr> <tr> <td>Lottery or Casino Winnings</td> <td>Compensation payment/ Legal settlement</td> <td>Professional venture capital/ Private equity investors</td> </tr> <tr> <td>Securities Investing</td> <td>Inheritance of family, gift, trust proceeds</td> <td></td> </tr> <tr> <td>Sale of Real Property</td> <td></td> <td></td> </tr> </table> Other (explain below)*	Income from Employment	Charitable Trust	Donations, grants, endowments (e.g., foundations, family, private, public)	Insurance Benefits	Income from client's own business or sale of business	Household wealth (e.g., spouse, minors, financial dependents)	Lottery or Casino Winnings	Compensation payment/ Legal settlement	Professional venture capital/ Private equity investors	Securities Investing	Inheritance of family, gift, trust proceeds		Sale of Real Property		
Income from Employment	Charitable Trust	Donations, grants, endowments (e.g., foundations, family, private, public)														
Insurance Benefits	Income from client's own business or sale of business	Household wealth (e.g., spouse, minors, financial dependents)														
Lottery or Casino Winnings	Compensation payment/ Legal settlement	Professional venture capital/ Private equity investors														
Securities Investing	Inheritance of family, gift, trust proceeds															
Sale of Real Property																

Line of Business			
<b>Select the appropriate industry for the business.</b>	Agriculture	Manufacturing	Insurance
	Forestry/Fishery	Wholesale	Trans/Communication/Utility
	Mining	Finance	Service
	Construction	Retail	Technology
	Other (explain below)*		

<b>Principal Line of Business is required:</b> Provide a brief description of the type of activities the business entity is involved in and how the business entity generates revenue.	<b>Principal Line of Business</b> (Required. Clearly and concisely provide additional detail.)
--	--

## II. Tell us about the Company (continued)

### Regulatory Information

**All information in this section is required.**

**Non-Operating company** is a business entity that is not involved in commercial activity such as manufacturing or the provision of services, but is a vehicle or structure, such as a passive asset/investment holding entity, trust, estate, personal investment company, personal holding company, special purpose vehicle or entity.

#### Money Services Business Information:

- Dealing in foreign exchange of more than \$1,000 for one Individual or Legal Entity on one business day.
- Check cashing, issuing or selling traveler's checks or money orders of more than \$1,000 for one Individual or Legal Entity on one business day.
- Providing or selling prepaid access products.
- Transmitting money in any amount to another Individual or Legal Entity or to another location.

Is the business entity a non-operating company?	No	Yes
Are there any beneficial owners or authorized representatives who are not U.S. residents?	No	Yes
Is the business entity a Bank?	No	Yes
Does the business entity operate, is it located, organized or have its primary business operations outside the United States? If so, which countries?	No	Yes
Is the business entity or beneficial owner a bearer share company (still only holds physical securities) or nominee company (holds assets on behalf of another entity)?	No	Yes
Does the business entity engage in internet gambling, as defined under the Federal Reserve's Unlawful Internet Gambling Enforcement Act?	No	Yes
Does the business entity perform functions of a Money Services Business?	No	Yes
Is the business entity regulated by any state, federal or foreign authority? If yes, provide name of auditor.	No	Yes
Is the business entity publicly traded?	No	Yes
Trading Symbol: Primary Exchange:		

### Parent Company

**You must answer Yes or No.**

Does this business entity have a Parent Company? (if Yes specify below)	No	Yes
---	----	-----

If Yes, provide information regarding the Parent Company.

Parent Company Name	Parent Company TIN	
Parent Company Legal Address		
City	State	Zip Code

### III. Tell us about the Plan

Plan Information					
<p>Account Name should include name of Plan and name of participant if account is participant-directed.</p> <p><b>Trustee-directed example:</b> XYZ Company 401(k) Plan</p> <p><b>Participant-directed example:</b> XYZ Company 401(k) Plan FBO John Smith</p> <p><b>Note:</b> Defined Benefit plans can only be Trustee Directed.</p>	Account Name				
	Type of Qualified Plan (select one):				
	Profit-Sharing	401(k)	Money Purchase Pension	Defined Benefit	
	Social Security or Taxpayer Identification Number (select one)		TIN	SSN	Date of Trust Agreement
	Address (if different from Sponsor's address)				
City		State	Zip Code		

### IV. Certification of Authorized Designees

<p><b>Authorized Designee:</b> is an individual who the Plan Trustee has authorized to act on behalf of the business.</p> <p><b>Important Reminder:</b> All Authorized Designees listed in this section will need to complete the Authorized Individual Designation form on page 9.</p>	<b>Instructions:</b> This section is to be completed by the Plan Trustee(s) to certify an Authorized Designee(s), if any, their purpose and ability to act in the Plan's RCMA.	
	We certify that:	
	<b>A. Trading:</b> You may accept orders for transactions (purchases and sales) in the Plan's RCMA from the Trustees or their authorized designees, who may act singly unless otherwise indicated, or from the Participant (if participant-directed) for whom the account is established. The Trustees' authorized designees, if any, for this purpose are:	
	Authorized Designee Name (Print)	Authorized Designee Name (Print)
	Authorized Designee Name (Print)	Authorized Designee Name (Print)
	Authorized Designee Name (Print)	Authorized Designee Name (Print)
	<b>B. Fund/Security Distribution:</b> You may accept instructions for distributions or other disbursements from the Plan's RCMA from the Trustees or their authorized designees, who may act singly unless otherwise indicated. The Trustees' authorized designees, if any, for this purpose are:	
	Authorized Designee Name (Print)	Authorized Designee Name (Print)
	Authorized Designee Name (Print)	Authorized Designee Name (Print)
	Authorized Designee Name (Print)	Authorized Designee Name (Print)
<p><b>C.</b> You and the bank that issues checks for the use with the Plan's RCMA may accept and make payment upon checks signed by the authorized check signers designated on the RCMA Check information Form, who may act singly unless otherwise indicated.</p> <p><b>D.</b> We warrant to you that all transactions instructed for execution in the Plan's RCMA with you will be within the limitations respecting investments provided in applicable laws and the trust instrument governing the Plan. We further warrant to you that, in accordance with all applicable law and the trust instrument governing the Plan, the aforementioned designees have complete and full authority to receive and distribute funds, including writing and signing checks on behalf of the Plan's RCMA.</p> <p><b>E.</b> The names of all the Plan's Trustees are printed in the Account Agreement on the next page (above their signatures).</p> <p><b>F.</b> You may rely on this document until you receive written change of instruction signed by all of the Trustees.</p>		

# V. Primary Money Account Sweep and Tax Certification

Sweep Selection			
The Primary Money Account Sweep (select one).	BLF Fed Fund	BLF Treasury Trust	Merrill Lynch Bank Deposit Program

Tax Certification			
We certify that the Plan is a qualified plan under Internal Revenue Code (“IRC”) Section 401(a) with a related trust, which qualifies under IRC Section 501(a).			
<b>ACCOUNT AGREEMENT</b>			
BY SIGNING BELOW, WE HEREBY APPLY FOR THE RCMA FINANCIAL SERVICE (“RCMA SERVICE”) AND WE CONSENT AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE RCMA AGREEMENT AND PROGRAM DESCRIPTION (THE “RCMA DOCUMENTS”) AND THE MERRILL EDGE SELF-DIRECTED INVESTING TERMS OF SERVICE (“MESD TOS”), WHICH ARE INCORPORATED HEREIN BY REFERENCE. WE ACKNOWLEDGE THAT WE HAVE READ THE RCMA DOCUMENTS AND MESD TOS AND WILL RETAIN A COPY FOR OUR RECORDS.			
WE FURTHER ACKNOWLEDGE AND AGREE THAT THE RCMA DOCUMENTS WILL GOVERN ALL ASPECTS OF THE RCMA SERVICE PROVIDED BY OR THROUGH YOU, INCLUDING ALL TRANSACTIONS IN THE RCMA AND ALL FUND TRANSFERS BETWEEN IT AND ANY OTHER MERRILL ACCOUNTS, OR ANY OUTSIDE FINANCIAL-INSTITUTION ACCOUNTS THAT WE ENROLL IN THE RCMA FUNDS TRANSFER SERVICE, AS WELL AS, IF APPLICABLE, THE MONEY ACCOUNT SWEEPS, ANY RCMA CHECKS ISSUED FOR THE ACCOUNT AND ANY OPTIONAL RCMA SERVICES TO WHICH WE MAY SUBSCRIBE NOW OR IN THE FUTURE.			
WE AFFIRMATIVELY CONSENT TO HAVING FREE CREDIT BALANCES INCLUDED IN THE MONEY ACCOUNT SWEEP AND THAT WE UNDERSTAND THAT WE MAY DISCUSS WITH THE INVESTMENT CENTER OTHER OPTIONS THAT ARE AVAILABLE TO INVEST CASH, INCLUDING OTHER CASH MANAGEMENT PRODUCTS.			
WE FURTHER UNDERSTAND THAT THE RCMA DOCUMENTS PROVIDE THAT MERRILL WILL TRANSMIT ANY FUNDS OR OTHER PROPERTY THAT IS UNCLAIMED BY US, REGARDLESS OF THE ACCOUNT IN WHICH SUCH FUNDS OR OTHER PROPERTY ARE HELD, AFTER THE APPLICABLE PERIODS SPECIFIED UNDER APPLICABLE ESCHATE OR UNCLAIMED PROPERTY LAWS IN THE MANNER PRESCRIBED BY SUCH LAWS, AND WE SPECIFICALLY AGREE TO SUCH DISPOSITION.			
WE FURTHER ACKNOWLEDGE AND AGREE THAT IN ACCORDANCE WITH PARAGRAPH 16 ON PAGE 9 OF THE RCMA AGREEMENT WE AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSY WHICH MAY ARISE WITH MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED. WE EACH HEREBY ACKNOWLEDGE THAT WE ARE OF LEGAL AGE UNDER THE LAWS OF OUR PLACE(S) OF RESIDENCE.			
WE WARRANT THAT THE TRUST INSTRUMENT GOVERNING THE PLAN IS IN FULL FORCE AND EFFECT AND THAT WE HAVE THE AUTHORITY TO EXECUTE THIS DOCUMENT.			
WE ACKNOWLEDGE THAT WE HAVE RECEIVED THE FORM CLIENT RELATIONSHIP SUMMARY.			
Trustee Name (print)		Trustee Name (print)	
Signature	Date	Signature	Date
Trustee Name (print)		Trustee Name (print)	
Signature	Date	Signature	Date

# VI. RCMA Check Information Form

Check Selection			
<b>Instructions:</b> Please print or type the information below as it should appear on the checks. Please confine the information to the spaces provided. Individuals granted check-writing authority who are not Plan Trustees must complete page 9 (Authorized Individual Designation Form) of the Merrill Edge Self-Directed RCMA Account Application Form and return with this form.  Check Style: Wallet-style checks will be provided.	Trustee Name		
	Plan Name (Include name of participant if the account is participant-directed)		
	Additional Information (Optional)		
	Address		
	City	State	Zip Code
	Mailing address for checks if different from Plan's principal business address		

Authorized RCMA Signers			
The following individuals are authorized to sign RCMA checks on behalf of the Plan individually, without countersignature or co-signature.	Trustee or Authorized Designee Name (Print)	Signature	Date
	Trustee or Authorized Designee Name (Print)	Signature	Date
	Trustee or Authorized Designee Name (Print)	Signature	Date
	Trustee or Authorized Designee Name (Print)	Signature	Date

CERTIFICATION BY TRUSTEES			
THE INSTRUCTIONS ABOVE HAVE BEEN AUTHORIZED ON BEHALF OF THE PLAN. THE UNDERSIGNED TRUSTEES CERTIFY THAT THE SIGNATURES APPEARING ABOVE ARE TRUE SIGNATURES OF THE PERSONS DESIGNATED.			
Trustee Name (print)		Trustee Name (print)	
Signature	Date	Signature	Date
Trustee Name (print)		Trustee Name (print)	
Signature	Date	Signature	Date



# VII. Authorized Individual Designation Form

Complete a copy of this page for any authorized individual as defined below:

• Authorized Designee  
(on pg. 6)

• Plan Trustee  
(on pg. 7)

• Check-writing Authority  
(on pg. 8)

• Beneficial owner with greater than 25% ownership in the company

• Participant in a Participant-directed Plan

Designations

Select all roles that apply

If you need clarification on the various authorized individual roles. A glossary can be found in the **Additional Guidance** section on page 11.

Company Name				
This individual holds the following capacities for the above company (select all that apply)				
Plan Trustee	Authorized Designee	Check-writing	Beneficial Owner with a	% ownership stake
Participant Only (Complete for participant in a Participant-Directed Accounts)				

Personal Information

Full Legal Name (First, Middle, Last)		
Social Security Number	Date of Birth (MM/DD/YYYY)	Position/Title

Residential Address

Provide your residential address.

Street Address (This cannot be a P.O. Box)		
City	State	ZIP Code

Citizenship

If your residency status changes, Merrill will not be able to maintain your account. You will be required to close the account.

List all countries you currently hold citizenship with.

Is your primary residence in the United States?	Yes No	<b>All non-U.S. Citizens will need to document their United States residency by providing a copy of both:</b> 1. U.S. Permanent Resident Card 2. Valid Passport
Country or Countries of Citizenship: (List all)		
U.S. Citizen Another Country _____ Another Country _____		

Investment Experience

You must answer Yes or No.

If you have trading experience, answer all of the questions within this section.

Do you have any trading experience?	No	Yes (specify trading experience below)	What year did you start investing? (e.g., Managed, self-directed, 401k)
I have traded with both cash and margin I have traded with cash only	I have experience with (select all that apply) Stocks   Bonds   Mutual Funds Options		

Affiliation Information

You must answer Yes or No.

If "Yes," please provide company name and symbol.

Are you a director, 10% shareholder or someone who has the ability to control corporate action or policy of a public company?	No	Yes (List all companies below)
Company Name(s):	Trading Symbol(s):	
Company Name(s):	Trading Symbol(s):	
Are you, your spouse or another member of your household employed by Merrill, Bank of America and its affiliates, a Broker Dealer, Self-Regulatory Organization or another financial institution?		
No		Yes (specify below)
<b>If yes, provide relationship to affiliated person:</b> Self   Spouse   Member of Household		<b>Name of Person:</b>
<b>If yes, provide who the affiliation is with:</b> Bank of America/Merrill   Broker Dealer Self-Regulatory Organization   Other Financial Institution		<b>Name of affiliated company:</b>

Signature

Authorized Individual Signature	Date
---------------------------------	------

# VIII. RCMA Check Authorization Change Form

Complete this form only if you are requesting changes to existing authorized RCMA check signers.

Merrill Edge Self-Directed Account Number:

-

## Authorized RCMA Signers

The following individuals are authorized to sign RCMA checks on behalf of the Plan individually, without countersignature or co-signature.	Trustee or Authorized Designee Name (Print)	Signature	Date
	Trustee or Authorized Designee Name (Print)	Signature	Date
	Trustee or Authorized Designee Name (Print)	Signature	Date
	Trustee or Authorized Designee Name (Print)	Signature	Date

## Removal of RCMA Signers

The following individuals are no longer authorized to sign RCMA checks on behalf of the Plan.	Name (First, Last)	Name (First, Last)
	Name (First, Last)	Name (First, Last)

**CERTIFICATION BY TRUSTEES**

THE INSTRUCTIONS ABOVE HAVE BEEN AUTHORIZED ON BEHALF OF THE PLAN. THE UNDERSIGNED TRUSTEES CERTIFY THAT THE SIGNATURES APPEARING ABOVE ARE TRUE SIGNATURES OF THE PERSONS DESIGNATED.

Trustee Name (print)		Trustee Name (print)	
Signature	Date	Signature	Date
Trustee Name (print)		Trustee Name (print)	
Signature	Date	Signature	Date

## IX. Additional Guidance

Account Roles			
Plan Trustee	Any party(ies) named in the trust instrument for the Plan who are authorized to enter into this RCMA Agreement and controls all account activity, including investment direction.		
Authorized Designee	Person authorized by the Plan Trustee to act on behalf of the business.		
Participant	Controls all investment direction within a Participant-directed account.		
Beneficial Owner	Beneficial owners are:  1) An individual with significant responsibility to control, manage or direct an Entity Customer, such as either a executive officer or senior manager (e.g., CEO, CFO, Managing Member, President, Vice Present, Treasurer) or any other individual who regularly performs similar functions (e.g., chairperson of an association)  2) Each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise owns 25% or more of the equity interests of an Entity Customer.  Depending on the business type, the following would be considered individual beneficial owners (IBOs):		
	<table><tr><td>Corporation</td><td><ul style="list-style-type: none"><li>• Officers/Directors are considered IBOs</li><li>• Shareholders with more than 25% ownership interest are considered IBOs</li></ul></td></tr></table>	Corporation	<ul style="list-style-type: none"><li>• Officers/Directors are considered IBOs</li><li>• Shareholders with more than 25% ownership interest are considered IBOs</li></ul>
	Corporation	<ul style="list-style-type: none"><li>• Officers/Directors are considered IBOs</li><li>• Shareholders with more than 25% ownership interest are considered IBOs</li></ul>	
	<table><tr><td>Limited Partnership</td><td><ul style="list-style-type: none"><li>• General Partners are considered IBOs</li><li>• Limited Partners with more than 25% ownership interest are considered IBOs</li></ul></td></tr></table>	Limited Partnership	<ul style="list-style-type: none"><li>• General Partners are considered IBOs</li><li>• Limited Partners with more than 25% ownership interest are considered IBOs</li></ul>
	Limited Partnership	<ul style="list-style-type: none"><li>• General Partners are considered IBOs</li><li>• Limited Partners with more than 25% ownership interest are considered IBOs</li></ul>	
<table><tr><td>Sole Proprietorship</td><td><ul style="list-style-type: none"><li>• Sole Proprietor is considered IBOs</li></ul></td></tr></table>	Sole Proprietorship	<ul style="list-style-type: none"><li>• Sole Proprietor is considered IBOs</li></ul>	
Sole Proprietorship	<ul style="list-style-type: none"><li>• Sole Proprietor is considered IBOs</li></ul>		
<table><tr><td>Limited Liability Companies (LLC)</td><td><ul style="list-style-type: none"><li>• Member run: All members with more than 25% ownership interest are considered IBOs<ul style="list-style-type: none"><li>– Examples: Shareholders, Limited Partners, Beneficial Owners, and LLC Members</li></ul></li><li>• Manager run: All managers are considered IBOs<ul style="list-style-type: none"><li>– Examples: Directors, Officers, General Partners, and LLC Managers</li></ul></li></ul></td></tr></table>	Limited Liability Companies (LLC)	<ul style="list-style-type: none"><li>• Member run: All members with more than 25% ownership interest are considered IBOs<ul style="list-style-type: none"><li>– Examples: Shareholders, Limited Partners, Beneficial Owners, and LLC Members</li></ul></li><li>• Manager run: All managers are considered IBOs<ul style="list-style-type: none"><li>– Examples: Directors, Officers, General Partners, and LLC Managers</li></ul></li></ul>	
Limited Liability Companies (LLC)	<ul style="list-style-type: none"><li>• Member run: All members with more than 25% ownership interest are considered IBOs<ul style="list-style-type: none"><li>– Examples: Shareholders, Limited Partners, Beneficial Owners, and LLC Members</li></ul></li><li>• Manager run: All managers are considered IBOs<ul style="list-style-type: none"><li>– Examples: Directors, Officers, General Partners, and LLC Managers</li></ul></li></ul>		

Authorities	
Fund/Security Distribution	Authority includes the power, on behalf of the Customer, to instruct the transfer of funds, securities and other assets, including, but not limited to, an entire Securities Account, by wire, check or otherwise from a Securities Account of the Customer to or for the account of any other person.
Trade	Authority includes the power, on behalf of the Customer, to give instructions to Merrill Lynch to buy or sell (including short sales if the account is established with the Margin Lending Program) stocks, bonds, options and/or other securities, commodities and commodity futures, and other property.
Check Signer	Authority includes the power, on behalf of the Customer, to write, draw or request checks on the Customer's Securities Accounts and to borrow money from Merrill Lynch's affiliate should an overdraft advance be made through a Securities Account of the Customer.



Click on the highlighted links below for supplemental materials or go to ml.com/relationships and merrilledge.com/relationships.

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

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

You choose how you want to work with us:

Three columns describing work options: Work with your dedicated Advisor or Merrill Financial Solutions Advisor, Work with Financial Solutions Advisors, and Work on a Self-Directed Basis.

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

What investment services and advice can you provide me?

BROKERAGE SERVICES

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

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

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

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

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

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

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

### INVESTMENT ADVISORY SERVICES

We offer various investment advisory programs (IA Programs). Each IA Program is described in its IA Program brochure covering the fiduciary services provided, program fees charged and conflicts of interest.

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

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

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

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

[Merrill Lynch Investment Advisory Program](#) (IAP). You receive investment advice and guidance from your Advisor or your MFSA, as the case may be. Advisors can offer you all available Merrill-managed and third-party managed investment strategies, including those that involve you entering into a separate contract with the manager. They can also work with you to invest in individual securities, including equities, debt and fund securities, with investment discretion or where you retain investment discretion. MFSAs offer you access to a defined list of managed strategies.

[Strategic Portfolio Advisor Service](#) (SPA). In SPA, you have access to investment advice from your Advisor and to certain investment strategies offered by third-party managers by means of a separate contract between you and the SPA manager.

[Managed Account Service](#) (MAS). In MAS, you can access certain investment strategies of third-party managers not offered in our other IA Programs by means of a separate contract with the MAS manager. We do not provide advice or recommendations about your selection.

[Merrill Guided Investing with Advisor](#) (MGI with Advisor). In MGI with Advisor, with the advice and guidance of FSAs and working through an online, interactive website, you have access to certain Merrill-managed investment strategies and other types of investment services and tools.

[Merrill Edge Advisory Account](#) (MEAA). Through MEAA, you have access to investment advice and guidance from FSAs relating to the offering of certain Merrill-managed investment strategies. It does not offer all of the same services as MGIA.

[Merrill Guided Investing](#) (MGI). Through MGI, you can access a set of Merrill-managed investment strategies and other types of investment services and tools through an online, interactive website on a self-guided basis.

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

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

You should evaluate which IA Program is right for you considering your investment profile; the IA Program fee you are willing to pay; your preferences on how you want your investment relationship to work (with the dedicated Advisor or MFSA you select, with FSAs, or on a self-guided basis); the scope of their capabilities and the limitations on the services they provide; the nature of the IA Program services and the types of IA Program services you want; and the investment solutions and strategies available in each IA Program.

### FOR BOTH BROKERAGE AND IA PROGRAM SERVICES

When we make a recommendation to you about the type of account or program to select, we are acting as both a broker-dealer and an investment adviser. We make available a wide variety of investment products and investment solutions based on factors such as account limitations, eligibility and our product approval process. MFSAs and FSAs are not eligible to offer all brokerage or investment advisory products and services.

There are material limitations we impose in connection with the products we make available to clients, as further described in the [Best Interest Disclosure Statement](#). We require for certain products that the product provider or sponsor enter into distribution agreements with us and, in certain cases, make payments to us for revenue sharing, sub-accounting services and for compensation purposes. In addition, there are a limited number of products in which we or our affiliates have an interest.

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

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

Not all account type options provide the same services.



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

## What fees will I pay?

### FEES IN A BROKERAGE ACCOUNT

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

Brokerage transaction fees vary from product to product. The [Best Interest Disclosure Statement](#) includes an overview of brokerage fees and other account charges. Fee information is also covered in the materials listed under the Additional Information heading below. See [merrilledge.com/pricing](http://merrilledge.com/pricing) for MESD fees.

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

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

### FEES IN AN IA PROGRAM-ENROLLED ACCOUNT

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

**IAP:** If you work with an Advisor, the Merrill fee rate you agree to with your Advisor (max 1.75%) or, if you work with an MFSA, you agree to the set Merrill fee rate schedule (max 1.10%). If you select a managed strategy, your IAP fee can include a strategy manager fee based on the rate set by the manager, which is paid to them.

**SPA:** The SPA rate you agree to with your Advisor (max 1.50%) for Merrill services. You will also pay a SPA manager fee based on the rate set by the manager, which is paid to them.

**MAS:** The MAS rate you agree to with your Advisor (max 1.80%) for Merrill services. You will also pay a MAS manager fee based on the rate set by the manager, which is paid to them.

**MGI with Advisor and MEAA:** 0.85%.

**MGI:** 0.45%.

**IIC:** The rate you agree to with your Advisor (max 0.45%).

The Merrill fee component for IAP, SPA, MAS and IIC is **negotiable**. Depending on the IA Program, the fee is paid monthly or quarterly. The relevant IA Program brochure provides more detail about the fees and costs you may incur.

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

### ADDITIONAL FEE INFORMATION

Advisors and MFSA's may discount or waive certain brokerage fees based on our discount or waiver requirements. FSAs are not permitted to discount or waive fees. You may qualify for a discount or waiver according to applicable reward and rebate programs.

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

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

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

### STANDARD OF CONDUCT AND CONFLICTS OF INTEREST

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

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

**Third-party payments for services.** We receive compensation from certain product sponsors for the sub-accounting and shareholder services we provide them. We also have agreements with certain product sponsors to pay us marketing support and other revenue sharing payments under certain circumstances. Certain product sponsors participate in financial advisor and client conferences, meetings and events and pay for the eligible expenses related to these events, including costs for those financial professionals attending.

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

For more information on our conflicts of interest, including those described above, see the [Best Interest Disclosure Statement](#) and/or our IA Program brochures by clicking the highlighted links in this CRS.

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

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

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

Our financial professionals are compensated based on their offering of brokerage services and transactions in investment products, providing IA Program services and making referrals to Affiliates. Compensation payments present a conflict of interest. For brokerage services, the conflict arises based on the type and frequency of transactions in your Account. For IA Programs, the conflict arises based on the compensation we make due to your enrollment in a fee-based program and the fee that you agree to or are charged.

#### BROKERAGE COMPENSATION

For brokerage services, Advisors are primarily compensated based on commissions and other types of transaction fees and service charges related to transactions in your brokerage account. Advisor compensation is based on what we charge you for executing your trade and what we receive from product sponsors for the sale of their products, where applicable. Certain products have higher transaction fees and service charges than other products. An Advisor will receive more compensation for selling certain products over other products and this is a conflict of interest.

MFSAs and FSAs who provide brokerage services are compensated through a salary and performance-based incentive compensation.

#### INVESTMENT ADVISORY COMPENSATION

For providing investment advisory services, Advisors are primarily compensated based on the IA Program fee charged for the account. MFSAs and FSAs receive compensation in the form of salary and performance-based incentive compensation.

#### OTHER COMPENSATION INFORMATION

Advisors and MFSAs receive incentive and strategic growth awards for asset gathering efforts, for growth in banking, lending and IA Program services and meeting performance goals during the year. They can also qualify for referral payments for the referrals of certain business to Merrill affiliates. FSAs receive incentive compensation based on meeting performance-based goals and for referrals.

Advisors who join Merrill from other firms receive additional payments in connection with that move, and the amounts paid are generally based to a large extent on the size of the business at their prior firm and on assets that transfer including from the Advisor's prior firm.

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

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

#### Additional Information

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

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

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

- [Summary of Programs and Services](#)
- [Best Interest Disclosure Statement](#)
- [IA Program Brochures](#)
- [Important Information about your Merrill Lynch Relationship](#)
- [List of Account Types](#)
- [Merrill Explanation of Fees & Merrill Advisory Center Explanation of Fees](#)
- [Merrill Schedule of Miscellaneous Account and Service Fees](#)
- [Merrill Edge Schedule of Miscellaneous Account and Service Fees](#)
- [Sweep Program Guide](#)
- [Mutual Fund Investing & Offshore Mutual Fund Investing](#)
- [CMA® Financial Service Cash Management Account® Disclosures](#) (e.g., bank deposit program, margin and securities-based loan disclosures)

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

# Merrill Edge<sup>®</sup> Self-Directed Investing Terms of Service

These Merrill Edge<sup>®</sup> Self-Directed Investing Terms of Service (the "Terms of Service") are made between Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill") and you and govern your Merrill Edge Self-Directed Investing Account Relationship. "You" and "your" refers to each Merrill Edge Self-Directed Investing Account owner.

In the case of an entity, "you" and "your" refers to the entity, and by enrolling, the entity agrees that access to Merrill Edge Self-Directed Investing shall be restricted to Authorized Representatives (as defined in the Account Agreement) for such entity and that the entity will be liable for all acts or omissions of such Authorized Representatives in violation of these Terms of Service.

Merrill Edge Self-Directed Investing (also referred to herein as "MESD") is the marketing name for certain brokerage services offered to clients on a self-directed basis through Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill"). For the purpose of the Merrill Edge Self-Directed Terms of Service, Merrill and MESD, which are made available through Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"), refer to certain brokerage services offered to clients on a self-directed basis through Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill") and which are the subject of these Terms.

When you agree to these Terms of Service, you are agreeing that such terms will apply to all of your MESD Accounts, transactions and services.

These Terms of Service incorporate all disclosures displayed on the Merrill Edge Self-Directed Investing website from time to time, including our fees and commissions, and they supplement the Merrill Edge Self-Directed Client Relationship Agreement which you are required to sign as well as your Merrill Edge Self-Directed Investing Cash Management Account Agreement and/or your Merrill traditional IRA or IRA Rollover Custodial Agreement or Roth Individual Retirement Account Agreement and/or your Merrill Edge Self-Directed Investing Business Investor Account Financial Service Account Agreement and/or your Merrill Retirement Cash Management Financial Service Account Agreement and/or your Merrill Simple Retirement Account Custodial Agreement and/or your Merrill Simplified Employee Pension Program Agreements, as applicable, which otherwise remain in full force (and all such account types, and any account types that may be introduced by MESD from time to time, will herein be referred to as "Account"). By using Merrill Edge Self-Directed Investing, you are representing to Merrill and its licensors and Information Providers that you are at least eighteen years old (or the minimum legal age in your jurisdiction).

Merrill reserves the right to add, delete or modify MESD functionality and trading rules and to amend or supplement these Terms of Service or any other agreement among or between the parties upon notice, such notice delivered by regular mail, by email, by an on-screen alert or via the Merrill websites. In particular, Merrill reserves the right upon notice to change its fees, to add fees for items for which it does not currently charge and to institute an inactivity fee for periods in which there is no fee-generating activity in your Account. Merrill also reserves the right to terminate your enrollment in Merrill Edge Self-Directed Investing at any time for any reason without notice.

Merrill Lynch, Pierce, Fenner & 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.

## 1. Nature of the Merrill Edge Self-Directed Investing Service

Merrill Edge Self-Directed Investing is designed for U.S.-based investors who wish to make their own investment choices in a Merrill Lynch, Pierce, Fenner & Smith Incorporated brokerage account.

Neither Merrill, nor MESD, nor any Merrill or MESD representative will provide you with investment advice, including any recommendations, or offer any opinion regarding the suitability of any security, order, transaction, or strategy in a Merrill Edge Self-Directed Investing Account, or monitor your investment or the appropriateness of your account or service level, or alert you to any recommended change to your investments, investment accounts, or services. Neither Merrill nor MESD, nor any Merrill or MESD representative, will provide any tax or legal advice.

No Merrill Research opinion, Independent Research opinion, the inclusion of a security on any list, or any information provided to you either on the Merrill website or by mail or any other means constitutes a recommendation to you to purchase, hold or sell any investment. By entering into this Agreement, you agree that any transactions executed through your Merrill Edge Self-Directed Investing Account, whether based on information obtained from Merrill or elsewhere, will be solely your own decision and based on your own evaluation of your personal financial situation, needs, and investment objective(s).

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 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.

Notwithstanding the foregoing, in its capacity as an investment adviser Merrill may provide investment advice or recommend securities transactions or investment strategies to you within certain investment advisory programs. To enroll in such an investment advisory program, such as the Merrill Guided Investing Program, you may be required to establish and maintain a Merrill Edge Self-Directed Investing Account. Merrill acts as an investment adviser and not a broker-dealer for the investment advisory services provided within these investment advisory programs. To the extent that Merrill provides investment advice or recommends any securities transactions or investment strategies to you within any such investment advisory program, you understand and agree that Merrill does so in its capacity as an investment adviser and not as a broker-dealer. You will be required to enter into a separate agreement with Merrill and its affiliates to participate in an investment advisory program. The terms governing any such investment advisory program will control if there are any inconsistencies with the terms of these Terms of Service. If your account serves as the securities account for a Merrill investment advisory program, certain features of Merrill Edge Self-Directed Investing, such as the Margin Lending Program, check writing, and Visa cards, may not be available to you. If your account serves as the securities account for a Merrill investment advisory program and if, for any reason, you terminate from the investment advisory



program without transferring the securities and assets out of your account, your account will be a Merrill Edge Self-Directed Investing Account without any investment advisory relationship. As such, and as explained more fully in the preceding paragraphs, neither Merrill, nor any Merrill representative, will provide any investment advice or give any advice or offer any opinion regarding the suitability of any security, order or transaction in a Merrill Edge Self-Directed Investing Account.

## 2. Account Data Access; User ID and Password; Safeguarding Credentials

Merrill Edge Self-Directed Investing is intended to be delivered to you via the Internet using commercially available third-party web browsers. Merrill Edge Self-Directed Investing permits you to view account data for your primary Merrill Account and any other accounts that are linked to such primary Account from time to time. By using Merrill Edge Self-Directed Investing, you represent on a continuing basis that you are authorized to have viewing access to any Account for which you and other linked account parties have requested linking of Accounts. Merrill allows each account holder to create a separate User ID and Password for each Merrill Edge Self-Directed Investing Account. You agree that each account holder shall be responsible at all times for maintaining the confidentiality of their personal information and their User ID and Password and will not make them available to other account holders or any third parties. If you do allow other account holders or third parties to access Merrill Edge Self-Directed Investing (including your accounts) using your personal information or your User ID and Password, you agree to hold Merrill, its directors, officers, employees, agents and affiliates (collectively, "Other Persons") harmless and to indemnify Merrill and all Other Persons against any liability, costs or damages arising out of claims or suits by any account holder, including yourself, or such third parties based upon or relating to such access. If you believe that someone has used your credentials, such as your User ID and Password, to access Merrill Edge Self-Directed Investing without your authorization, you agree to contact our Merrill Edge Self-Directed Investment Center immediately at 877.653.4732.

All daily Account data is provided as a convenience and for your information, but it is not the official record of your Account activity with Merrill; your Merrill Account statement provided to you online each month (or by mail quarterly or monthly as required) is such official record. Account data provided through Merrill Edge Self-Directed Investing is generally updated as of the prior business day's close of business, but is subject to adjustment and correction.

Merrill may also collect and/or use certain information from or through your browser or device. Most browsers and/or devices (including your computer, tablet and mobile phone) collect certain information, including but not limited to your Media Access Control (MAC) address, device type, screen resolution, operating system version, internet browser type and version, local date and time, and the prior web page visited leading you to our websites. Merrill uses this information to ensure our websites function properly, for fraud detection and prevention, and security purposes. For more information about our privacy and security practices and a link to our Privacy Notice for U.S. Consumer Customers and U.S. Online Privacy Notice, go to our website at [www.ml.com/privacy](http://www.ml.com/privacy).

## 3. Account Application Process and Delivery of Communications

You may be able to apply for an Account by completing the Account application process (1) via the internet; (2) via a hardcopy paper application; or (3) via an iPad or other device that is owned and provided by Bank of America and/or Merrill in a Bank of America, N.A. Financial Center. You must have a valid email address to open any Merrill Edge Self-Directed Investing Account. You agree that you will provide us with a valid email and postal mailing address, and that you will immediately notify us of any changes to your email or mailing addresses.

With the exception of Small Business 401(k) accounts (which are discussed in more detail below), if you complete the Account application process via the internet, you must consent to the Electronic Communications Disclosure ("eCommunications Disclosure"). Your consent to the eCommunications Disclosure allows us to provide communications to you electronically. The eCommunications Disclosure also provides important information about paperless delivery, such as, among other things, the types of communications you can receive electronically and the hardware and software required to receive communications electronically. As discussed in Section 4 of the eCommunications Disclosure, we may, at times and in our sole discretion, mail you a paper copy of certain communications even if you agree to electronic delivery by consenting to the eCommunications Disclosure.

If you complete the Account application process via a hardcopy paper application or via the iPad or other device that is provided by Bank of America and/or Merrill in a Bank of America, N.A. Financial Center, you agree to receive all notices, statements, disclosures and other information regarding your Account in paper form, delivered to your last-designated postal mailing address unless and until you elect to change the method of delivery for documents and other written communications to electronic delivery. In order to make that change, you will be required to (1) enroll in [www.merrilledge.com](http://www.merrilledge.com), which is an internet-based service that provides 24-hour access to Account information, Merrill research and investment information, market data, and news; (2) demonstrate access to the information available via [www.merrilledge.com](http://www.merrilledge.com); and (3) affirmatively consent to the eCommunications Disclosure.

Note regarding Small Business 401(k) accounts: You must complete the application process via the internet, but you will not be required to consent to the eCommunications Disclosure as you do not have the option to exclusively receive communications related to this Account electronically. Some communications, such as Account statements, may be retrieved via the internet, but all communications will be delivered in paper.

## 4. Corporate Actions

It is important to understand corporate actions (such as stock splits, tender offers, rights issues, etc.) and how they can affect your investments. In certain instances outside of our control, issuers may provide late notice on voluntary corporate action events which, in turn, delays notices from being delivered to you. Merrill will make best efforts to notify you as soon as practically possible of a corporate action, but due to printing and mailing timelines, some notices may be delivered late, even past the deadline. Enrolling in Online Delivery of Service Notices will help ensure the timeliest delivery possible of corporate action notices and also give enhanced flexibility, convenience, and visibility on your accounts. Merrill may also provide corporate action notices to you on voluntary events where eligibility restrictions apply. We will ensure that all shareholders are notified of these type of events, although it is your responsibility to determine whether you are eligible to participate in an event based on the terms of the notification.

## 5. Hyperlinks

Merrill may make available links from its websites to other third-party websites or electronic services providers that are not affiliated with Merrill. Merrill does not control these other websites or services, and Merrill has not adopted and makes no representations or endorsements whatsoever concerning those websites or services. The fact that Merrill has provided a link to a website is not an endorsement, authorization, sponsorship, or affiliation with respect to such website, its owners, or its providers. There are risks in using any information, software, service or product found on the Internet and Merrill cautions you to make sure you understand these risks before retrieving, using, or relying upon anything via the Internet. You agree that under no circumstances will you hold Merrill liable for any loss or damage caused by use of or reliance on any content, goods or services available on such other websites.

## 6. Quotes, News and Research; Use of Data and Information

Quotes, news, research, ratings and other information provided through Merrill Edge Self-Directed Investing are obtained from sources we believe to be reliable, but we cannot guarantee the accuracy, timeliness or completeness of such information for any particular purpose. Such data and information and any Merrill Research or independent research opinions provided do not constitute investment advice, or a solicitation by Merrill for the purchase or sale of any securities, or a representation that any securities are suitable for you.

All such data and information is protected by copyright and other intellectual property laws and may only be used for personal and non-commercial use, and not for providing professional investment advice or for providing securities processing services or other similar back office functions. If you download any information from Merrill Edge Self-Directed Investing for your personal reference, you agree that you will not remove or obscure any copyright or other notices contained in any such information. Except as provided in the preceding sentence, you agree not to copy, reproduce, modify, sell, distribute, transmit, display, perform, circulate, transfer, broadcast, create derivative works from, publish, or use for any commercial or unlawful purpose any quotes, news, research, text images, audio, video or other information you receive through Merrill Edge Self-Directed Investing.

Merrill and its licensors and Information Providers (as defined in Section 14 below) may change or discontinue any quotes news, research or other information at any time provided within Merrill Edge Self-Directed Investing at any time.

Merrill offers you access to Independent Research on all domestic and selected international stocks covered by Merrill Research under the terms of an agreement with regulators. The providers of this independent Research are chosen by an Independent Consultant, not by Merrill. You agree that Merrill will not be responsible or liable for (i) the procurement decisions of the Independent Consultant with respect to the Independent Research, (ii) the Independent Research or its content (iii) customer transactions, to the extent based on the Independent Research, or (iv) claims arising from or in connection with the inclusion of Independent Research ratings in confirmations and Account statements, to the extent such claims are based on those ratings. You also agree that Merrill will not be required to supervise the production of the Independent Research procured by the Independent Consultant and will have no responsibility to comment on the content of the Independent Research.

## 7. Financial Tools, Education and Calculators

Merrill Edge Self-Directed Investing may also provide you with financial tools and education, including calculators. The tools and calculators may allow you to model "what-if" scenarios for various financial goals, the results of which are illustrative and are based on the information and assumptions identified. There is no guarantee that the results shown will be achieved, and changes in tax laws, financial markets or your financial situation may cause actual results to deviate substantially from those reflected in these tools. In addition, these tools and calculators are not part of any financial report for which you may have paid a fee, even if the tools and calculators include information derived from or contained in the financial report. In addition, no tools, education or calculators are intended to provide individual product recommendations or investment strategies.

## 8. Phone Service

Merrill Edge Self-Directed Investing phone-based representatives are available 24 hours per day, 7 days per week. These representatives are available to assist you with various administrative functions related to applying for and opening Accounts and providing you with access to [www.merrilledge.com](http://www.merrilledge.com). They can also assist with various requests related to your Account, such as address changes, name changes, changes to the beneficiaries designated on your Account (if applicable), and money movement requests, among other things.

Merrill Edge Self-Directed Investing phone-based representatives are also available to you for technical support between the hours of 7:30 a.m. and 6:00 p.m. Eastern, Monday through Friday. You understand and agree that the services described above are only examples of the types of services that the phone-based representatives may be able to perform, and that Merrill reserves the right to change the services and functions that the phone-based representatives may perform from time to time.

Merrill Edge Self-Directed Investing phone-based representatives will not provide investment advice or investment recommendations or offer any opinion regarding the suitability of any security, order, transaction or strategy in a Merrill Edge Self-Directed Investing Account. Merrill Edge Self-Directed Investing phone-based representatives will not provide any tax or legal advice.

Merrill Edge Self-Directed also provides an automated phone service referred to as the MESD IVR. Through the MESD IVR, you are able to request security quotes and review account information, such as balances, account holdings, and recent activity.

## 9. Email

Two email or electronic mail options are available via [www.merrilledge.com](http://www.merrilledge.com), unsecured email and electronic mail via the Secure Message Center. You agree that neither unsecured email nor the Secure Message Center is to be used to request, authorize or effect the purchase or sale of any securities or other investments, to send funds transfer instructions, or for any other financial transactions that require real-time communication or more formal written authorization in accordance with applicable law or Merrill policies. Any such requests, orders, or instructions that you send via email in contravention of the foregoing agreement will not be accepted and will not be processed by Merrill. Merrill will not be responsible for any loss or damage that could result from your supplying us with personal information via email or your requests, orders or instructions not being accepted or processed in accordance with the preceding sentence.

## Unsecured Email

Unsecured email is available via the Help & Support link prior to client login. Unsecured email provides individuals with the opportunity to send messages concerning Merrill procedures and general Merrill questions. No Account-specific information will be provided in response to a message received via unsecured email. Additionally, Merrill will not open any documents or files that are attached to or submitted via unsecured email.

## Secure Message Center

The Secure Message Center is available to you after logging in to [www.merrilledge.com](http://www.merrilledge.com) as a secure email tool to contact Merrill representatives. Through the Secure Message Center, you can submit Account-specific inquiries to Merrill. You can also submit documents to Merrill via the Secure Message Center and perform or request certain administrative functions. You understand and agree that Merrill may change the functionality of the Secure Message Center from time to time.

## 10. Order Entry Security

Merrill allows each Account holder to create a separate User ID and Password for each Merrill Edge Self-Directed Investing Account. You agree that each Account holder shall be responsible for all orders entered through Merrill Edge Self-Directed Investing using the User ID and Password initially created or changed by the Account holder regardless of who enters such orders. You agree that each account holder shall be responsible at all times for maintaining the confidentiality of their personal information and their User ID and Password and will not make them available to other account holders or any third parties. If you do allow other account holders or third parties to access Merrill Edge Self-Directed Investing (including your accounts) using your personal information or your User ID and Password, you agree to hold Merrill, its directors, officers, employees, agents and affiliates (collectively, "Other Persons") harmless and to indemnify Merrill and all Other Persons against any liability, costs or damages arising out of claims or suits by any account holder, including yourself, or such third parties based upon or relating to such access.

## 11. Order Entry Trading Rules

Merrill Edge Self-Directed Investing allows you to enter orders to buy and sell U.S. market traded equities, including exchange-listed and widely-held over-the-counter stocks, a wide selection of mutual funds, and certain bonds and certificates of deposit. Merrill Edge Self-Directed Investing is not designed to be a brokerage service for investors who trade in low-priced securities or foreign securities. Merrill intends to maintain an order entry policy for low-priced stocks and other trading rules, which will be subject to change from time to time upon posting on the Merrill Edge Self-Directed Investing site or the optional Merrill Mobile Brokerage service. Merrill Edge Self-Directed Investing is intended to be available for order entry seven (7) days a week, twenty four (24) hours a day, except for brief maintenance periods; however, Merrill does not warrant that the service will be uninterrupted. Orders sent outside of regular U.S. Market hours will be held and entered on the primary market during market hours on the next trading day. Certain orders may be blocked or subject to pre-review by Merrill, which may take up to several minutes to process. Merrill reserves the right to place restrictions on your Account in its sole discretion, and to cancel any order that we believe would violate federal credit regulations or other regulatory limitations; however, Merrill will have no responsibility or liability for failing to cancel any order.

## 12. Your Responsibilities Regarding Order Entry

All orders entered through Merrill Edge Self-Directed Investing shall be subject to the applicable rules, customs and usages of the exchange or market, and its clearinghouse, on which such orders are transacted by Merrill, including our affiliates, including cancellation of orders in certain circumstances. Whether or not funds are available in your Account on trade date, you agree to pay by settlement date for any trade for which you place an order through Merrill Edge Self-Directed Investing. You agree that you will immediately notify Merrill by telephone and confirm the same in writing if you become aware of any discrepancy in your Account balance or security positions or if you have reason to believe that a third party is using your User ID and Password without your authority. If you fail to notify Merrill when any of the above conditions occur, neither Merrill nor any Other Persons shall have any responsibility or liability to any account holder or any other person claiming through any account holder for any claims with respect to the handling, mishandling or loss of any order. You agree to accept full responsibility for the monitoring of your Account with respect to all transactions entered.

### 13. Limitation on Merrill's Responsibilities and Liability

You agree that Merrill will not be responsible for the accuracy, completeness or use of any market data news or research information provided through Merrill Edge Self-Directed and Merrill does not make any warranty concerning such information. You further agree that all orders placed through Merrill Edge Self-Directed Investing are at your sole risk and responsibility based on your own evaluation of your financial circumstances and investment objectives. Merrill Edge Self-Directed Investing may display on the order entry screen Merrill Research's quality rating and investment opinion on companies, if available, as well as Independent Research opinions; however, such information and opinions by themselves do not constitute investment advice, or a solicitation or recommendation by us for the purchase or sale of any securities, or a representation that any securities are suitable for you.

You understand and agree that Merrill Edge Self-Directed Investing utilizes the Internet to transport data and communications. Merrill will take reasonable security precautions to safeguard data and communications; however, Merrill disclaims any liability for interception and/or use of any such data or communications. You agree that neither Merrill nor any third party working with Merrill to provide services hereunder shall be responsible for any damages caused by communications line failure, systems failure, and other occurrences beyond their control, or from any unauthorized trading or theft by any third party who gains access to your Account by use of your User ID and Password as a result of your intentional or unintentional conduct, including negligence by you. Merrill will not be responsible for any access costs you incur to connect to Merrill Edge Self-Directed Investing.

Neither Merrill nor any third party makes any representations or warranties expressed or implied with respect to Merrill Edge Self-Directed Investing, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. To the extent permitted by law, under no circumstances, including negligence, will Merrill or any of its affiliates, directors, officers or employees, or any third party vendor be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of Merrill Edge Self-Directed Investing, or resulting from the act or omission of any other party involved in making Merrill Edge Self-Directed Investing available to you, or from any other cause relating to your access to or use of Merrill Edge Self-Directed Investing, whether or not the circumstances giving rise to such cause may have been within the control of Merrill or of any vendor providing software or services support for Merrill Edge Self-Directed Investing. In no event will Merrill or any such parties be liable to you for any special, indirect, consequential or incidental damages even if Merrill or any other party have been advised of the possibility thereof. Any liability arising out of any action or omission by Merrill or any such parties shall be limited to an amount equal to the benefit which the transaction would have resulted in during the period between the date of a trade and the applicable time for settlement of such trade.

### 14. Executing Your Order

We do business with our clients in two ways: as an agent or as a principal.

**As an agent**—We act as an agent in many listed and unlisted securities, obtaining a buyer or seller for you. Depending on your service model and account type, we may add a commission to the execution price.

**As a principal**—We or our affiliates act as a principal in many listed and unlisted securities, buying from sellers and selling to buyers. There may appear on your confirmations from time to time the words, "We or our affiliate may act as principal." This means that Merrill or its affiliates are buying or selling that particular security, acting as a dealer, and maintaining their own inventory for that purpose. To the execution price (with the exception of underwriting transactions), we add a charge on the buy side called a "markup" and we subtract a "markdown" on the sell side.

Our role as agent or principal, and the marketplace in which your transaction was effected, is disclosed on your confirmation. In either role, our objective is to find a competitive execution price for you.

### 15. Order Execution and Routing Disclosures

**Exchange-listed securities**—When you buy or sell round lots (usually 100 shares) of listed stocks, or when you buy or sell listed options, we generally route your order through a routing system to what are expected to be the best execution venues for the order. We handle your order so as to obtain a competitive execution price in line with our regulatory obligations. Our electronic order-processing system automatically channels your order to an appropriate market center given the characteristics of the order, market data and trading statistics. Our trading desks, or the trading desks of one or more of our affiliates, may be one of these market centers or venues where the execution may occur. If that is the case, your confirmation will indicate that we acted as principal in connection with the purchase or sale transaction.

We have in place effective internal controls, including information barriers, to prevent the inappropriate sharing of order information among our equity trading desks. In this regard, each of our equity trading desks independently conducts its trading activities. To the extent permitted by rule or law, when a Merrill equity trading desk or unit (including a market-making desk or unit that engages in block positioning and provides firm bid/offer quotes) handles your equity orders, other equity trading desks or units of Merrill or its affiliates may separately transact—without knowledge of your orders—for their principal accounts at prices that would satisfy your orders. Conversely, if your orders are handled by an equity trading desk or unit of Merrill or its affiliates, and no attempt is made to obtain liquidity for your orders from our market-making desk or the market-making desk of one of our affiliates, you should understand that the market-making desk may separately transact—without knowledge of your orders—for its principal at prices that would satisfy your orders. In either case, the execution prices of any trading desk or unit that did not handle your order, transacting for its principal accounts, could be better, the same, or worse than the prices you receive for the same security.

**Over-the-counter markets**—Securities that are not listed on an exchange may be traded in the over-the-counter markets. Merrill and its affiliates may be participants in an over-the-counter market and execute your orders as principal.

Merrill fully complies with SEC and FINRA order handling requirements. We handle your order so as to obtain a competitive execution price. We regularly monitor the quality of our executions. This includes reviewing the order flow sent to Merrill affiliates who may support or provide order routing and/or execution services on our behalf, as well as to certain third-party broker-dealers or counterparties who we authorize as our liquidity providers. We take into account many factors in determining the quality of executions and to inform our routing decisions for retail-sized held orders. This includes, for National Market System equity securities, certain industry metrics, including but not limited to execution prices in relation to the publicly quoted spread at the time (referred to as "effective over quoted" or E/Q), to the extent such reference data is available.

Under FINRA rules, we are required to disclose to you descriptions of stop quote and stop quote limit orders. Depending on your Merrill service channel, you may have the option to place one or both of these order types. Merrill may execute any of these orders itself or through one or more of its affiliates.

**A stop quote order** is a market order to buy or sell when the bid quote or offer quote, as applicable, reaches a specified price.

**Equity sell stop quote orders** are placed at a stop price below the current market price and will trigger if the national best bid quote is at or lower than the specified stop price.

**Equity buy stop quote orders** are placed at a stop price above the current market price and will trigger if the national best offer quote is at or higher than the specified stop price.

**Option sell stop orders** are placed at a stop price below the current market price and will trigger if the national best offer is at or lower than the specified stop price.

**Option buy stop orders** are placed at a stop price above the current market price and will trigger if the option trades or has a prevailing bid quote at or higher than the specified stop price on the exchange to which the order is routed. Once triggered, a stop quote order becomes a market order (buy or sell, as applicable), and execution prices can deviate significantly from the specific stop price. For equities, a stop quote order is not guaranteed to execute as the order will not be triggered unless the stop price is reached. For listed options, a stop order is not guaranteed to execute as the order will not be triggered unless the stop price is reached and, even if triggered, your order may not be executed if there is no prevailing bid quote (in the case of a sell stop order) or a prevailing offer quote (in the case of a buy stop order) available on the exchange to which your order is routed.

A **stop quote limit order** combines the features of a stop quote order and a limit order.

**Equity sell stop quote limit orders** are placed at a stop price below the current market price and will trigger if the national best bid quote is at or lower than the specified stop price.

**Equity buy stop quote limit orders** are placed at a stop price above the current market price and will trigger if the national best offer quote is at or higher than the specified stop price above the current market price and will trigger if the option trades or has a prevailing bid quote at or higher than the specified stop price on the exchange to which the order is routed. Once triggered, a stop quote limit order becomes a limit order (buy or sell, as applicable) at a specified limit price, and execution may not occur as the market price can move away from the specified limit price. For equities, a stop quote limit order is not guaranteed to execute as the order will not be triggered unless the stop price is reached and, even if triggered, your order may not be executed as the market price can move away from the specified limit price. For listed options, a stop limit order is not guaranteed to execute as the order will not be triggered unless the stop price is reached and, even if triggered, your order may not be executed if there is no prevailing bid quote (in the case of a sell stop limit order) or a prevailing offer quote (in the case of a buy stop limit order) available on the exchange to which your order is routed or if the market price moves away from the specified limit price.

**Option sell stop limit orders** are placed at a stop price below the current market price and will trigger if the option trades or has a prevailing offer quote at or lower than the specified stop price on the exchange to which the order is routed.

**Option buy stop limit orders** are placed at a stop price above the current market price and will trigger if the option trades or has a prevailing bid quote at or higher than the specified stop price on the exchange to which the order is routed. Once triggered, a stop quote limit order becomes a limit order (buy or sell, as applicable) at a specified limit price, and execution may not occur as the market price can move away from the specified limit price. For equities, a stop quote limit order is not guaranteed to execute as the order will not be triggered unless the stop price is reached and, even if triggered, your order may not be executed as the market price can move away from the specified limit price. For listed options, a stop limit order is not guaranteed to execute as the order will not be triggered unless the stop price is reached and, even if triggered, your order may not be executed if there is no prevailing bid quote (in the case of a sell stop limit order) or a prevailing offer quote (in the case of a buy stop limit order) available on the exchange to which your order is routed or if the market price moves away from the specified limit price.

Often for those securities in which Merrill or one of its affiliates makes a market, we will use best efforts to execute larger-sized client orders by testing whether, and how much, stock can be bought at currently displayed quotes, in addition to what is reflected in the quote of Merrill or its affiliate. We may then manually execute client orders based on the liquidity we are able to access, which may involve the simultaneous execution of one or more client orders received over a period of time. Those orders may receive executions at prices that approximate the volume-weighted average price during that period. Merrill Lynch routes orders in securities in which we do not make a market to other market makers, which can include one or more of its affiliates or other unaffiliated third-party market makers.

The Securities and Exchange Commission ("SEC") adopted a rule requiring market centers to publicly disclose, on a monthly basis, uniform statistical measures of order execution quality. These measures include, but are not limited to, how market orders of various sizes are executed relative to the public quotes and information about the spreads paid by investors. The SEC has also adopted a rule requiring all brokerage firms to make publicly available quarterly reports on their order routing practices. In accordance with these rules, Merrill's order routing statistics are available for public review by visiting <https://www.ml.com/legal.html> and clicking through the link provided in the "Routing Disclosures Made Pursuant to Rule 606

of SEC Regulation NMS" section. Merrill affiliates may maintain trading desks engaged in market making or other trading functions to which your orders may be routed for execution or from whom an execution price for the transaction may be obtained. The execution disclosures of BofA Securities, Inc., a Merrill affiliate and market center, are available for public review by visiting [https://www.bofam.com/en-us/content/best\\_execution.html](https://www.bofam.com/en-us/content/best_execution.html).

Note: Under SEC rules, we are required to inform you that Merrill does not receive payment for order flow from liquidity providers to which Merrill routes its customer orders in equity securities. Merrill may receive rebates from and pays fees to certain registered securities exchanges for providing or taking liquidity on those exchanges, according to those exchanges' published fee schedules approved by the SEC. In some cases, the rebates received by Merrill from an exchange may, over a period of time, exceed the fees paid to the exchange. Merrill may also participate in the options order flow programs sponsored by the NYSE American Options, the NYSE Arca Options, the Cboe options exchanges, and the Nasdaq options exchanges. These exchange sponsored programs offer payments for listed option orders that are directed to such options markets. In addition, in some cases involving large equity securities trades where you direct that a Merrill affiliate execute your order as principal, Merrill may share in the compensation paid to its affiliate for the affiliate's services.

## 16. Agreement With Information Providers Regarding Market Data

The securities prices, quotations, research, ratings, news and other information provided on Merrill Edge Self-Directed Investing are provided by various third party sources that include, but are not limited to, the New York Stock Exchange, Inc., American Stock Exchange Inc., NASDAQ Stock Market, Inc., The Options Price Reporting Authority, and its participant exchanges, Dow Jones & Company, Inc., Standard & Poor's Financial Services, LLC, Moody's Investor Services, Inc., Morningstar Inc., and their respective affiliates, agents and others, including persons or entities that act as data processors on behalf of the foregoing (collectively, "Information Providers"). By using the Merrill Edge Self-Directed Investing website, you acknowledge and agree that: (1) securities prices, quotations research, ratings, news and other information received from Information Providers ("Market Data") are solely for your individual use and you will not retransmit or furnish Market Data to any other person or entity, except to other officers, partners or employees if you are an entity; (2) the Market Data is and shall remain the property of the respective Information Providers or of the market on which a reported transaction took place or a reported quotation was entered; (3) at any time, Information Providers may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or signal characteristics, and you shall not hold the Information Providers liable for any resulting liability, loss or damages that may arise there from; and (4) your agreements set forth herein and the disclaimers of warrant, and disclaimers of liability set forth below are for the express benefit of the Information Providers as third party beneficiaries and they may enforce these provisions against you.

Notwithstanding any provisions to the contrary contained herein, with respect to Dow Jones & Company, Inc. only: (1) you may, on an occasional and irregular basis, reproduce, distribute, display or transmit an insubstantial portion of the Market Data provided by Dow Jones & Company, Inc. (the "Dow Jones information"), for a non-commercial purpose and without charge, to a limited number of individuals, provided you include all copyright and other proprietary rights notices with such portion of the Dow Jones Information in the same form in which the notices appear on the Dow Jones Information, the original source attribution, and the phrase "Used with permission from Dow Jones & Company"; (2) if you are an entity, you may only retransmit or furnish the Dow Jones information to officers, partners or employees in accordance with the foregoing sentence.

Notwithstanding any provisions to the contrary contained herein, the following additional provisions apply to Market Data provided by Moody's Investor Services, Inc. ("Moody's"): The credit ratings if any, constituting part of the Market Data are, and must be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, sell or hold securities. Each rating or other opinion must be weighted solely as one factor in any investment decision made by or on behalf of any user of the Market Data, and each user must make its own study and evaluation of each security and of each issuer and guarantor of, or of each provider of credit support for, each security that it may consider purchasing, holding, or selling. Moody's hereby discloses that most issuers of debt securities and rated by Moody's have, prior to assignment of any rating, agreed to pay Moody's for the appraisal and rating services rendered by its fees ranging from \$1,500 to \$1,500,000.



These Terms of Service shall remain in effect as to the Information Providers for so long as you have the ability to receive Market Data through the Merrill Edge Self-Directed Investing website as contemplated hereby. In addition, either you or Merrill may terminate your access to Market Data at any time. You understand that Merrill is obligated to terminate access to this site as to the provision of any or all of the Market Data pursuant to this paragraph upon notice to that effect from any of the Information Providers. The foregoing provisions regarding the proprietary nature of Market Data, third party beneficiary enforcement by the Information Providers, and the disclaimer of liability and disclaimer of warranty by the information Providers survive termination of your access to Market Data. These Terms of Service supersede each previous agreement between you and the Information Providers insofar as the superseded agreement pertains to Market Data provided to you through the Merrill Edge Self-Directed Investing website.

#### **Disclaimer of Warranties and Liability Regarding Information Providers and Market Data**

THE MARKET DATA ACCESSIBLE THROUGH the Merrill Edge Self-Directed Investing website IS PROVIDED "AS IS" AND THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH DATA. MERRILL, THE INFORMATION PROVIDERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS CANNOT AND DO NOT GUARANTEE THE ACCURACY, SEQUENCE, COMPLETENESS, CURRENTNESS, TIMELINESS, MERCHANT-ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THE MARKET DATA MADE AVAILABLE THROUGH the Merrill Edge Self-Directed Investing website AND HEREBY DISCLAIM ANY SUCH EXPRESS OR IMPLIED WARRANTIES. NEITHER MERRILL, THE INFORMATION PROVIDERS, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS SHALL BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY LOSS OR INJURY WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THEIR NEGLIGENCE OR OMISSION IN PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING ANY MARKET DATA THROUGH the Merrill Edge Self-Directed Investing website OR BY ANY FORCE MAJEURE OR ANY CAUSE BEYOND THEIR REASONABLE CONTROL. IN NO EVENT WILL MERRILL, THE INFORMATION PROVIDERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON SUCH MARKET DATA OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, DAMAGES RESULTING FROM INCONVENIENCE, OR LOSS OF USE OF the Merrill Edge Self-Directed Investing website, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **Incorporation of Market Data Agreements With Exchanges**

BY ACKNOWLEDGING THESE TERMS OF SERVICE, YOU AGREE (A) THAT YOU UNDERSTAND, AND AGREE TO BE BOUND BY, THE AGREEMENT FOR MARKET DATA DISPLAY SERVICES (THE "EXCHANGE AGREEMENT"), THE MATERIAL TERMS AND CONDITIONS OF WHICH ARE INCORPORATED HEREIN; (B) THAT MERRILL IS NOT AN AGENT OF ANY OF THE EXCHANGES OR OF NASDAQ AND IS NOT AUTHORIZED TO DEPART FROM THE EXCHANGE AGREEMENT; AND (C) THAT NO PROVISION MAY BE ADDED TO OR DELETED FROM THE EXCHANGE AGREEMENT AND THAT NO MODIFICATIONS HAVE BEEN MADE TO IT ON YOUR BEHALF. YOU WARRANT THAT YOU ARE LEGALLY ABLE TO UNDERTAKE THE OBLIGATIONS SET FORTH IN, AND THE SIGNATORY IS DULY AUTHORIZED TO BIND YOU TO, THE EXCHANGE AGREEMENT.

THE NASDAQ STOCK MARKET, INC. IS A THIRD PARTY BENEFICIARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. TO THE EXTENT THAT YOU HAVE ANY CLAIMS AGAINST NASDAQ ARISING OUT OF THIS AGREEMENT OR THE NASDAQ SUBSCRIBER AGREEMENT, THOSE CLAIMS SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE STATE OF MARYLAND WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW, AND YOU CONSENT TO SUBMIT TO THE JURISDICTION OF THE COURTS OF OR FOR THE STATE OF MARYLAND IN CONNECTION WITH ANY SUCH CLAIM.

BY ACKNOWLEDGING THESE TERMS OF SERVICE, YOU CERTIFY TO THE INFORMATION PROVIDERS, AND TO MERRILL, THAT YOU HAVE READ, UNDERSTAND AND INTEND TO BE BOUND BY THESE TERMS OF SERVICE.

Note: The Funds Transfer Service and Bill Payment Services are governed by separate enrollment terms and conditions, which are available in the Documents & Forms Library, and are not governed by the above Merrill Edge Self-Directed Investing Terms of Service.

#### **17. Callable Securities/ Procedures for a partial redemption**

If you hold securities with us that may be redeemed or called prior to maturity and a partial call occurs, a fair and impartial approach will be used among impacted clients to allocate the securities selected to be called.

For Merrill's allocation procedures, please go to the following link or you may request a hard copy by contacting the Investment Center at 1.877.653.4732.

<https://www.ml.com/legal.html#CallableSecurities>

#### **18. Extended Hours Trading Agreement**

IMPORTANT INFORMATION ABOUT EXTENDED HOURS TRADING THROUGH ELECTRONIC COMMUNICATION NETWORKS.

Due to the nature of the extended hours trading market, trading in the pre-market and after hours through an ECN may pose certain risks which are greater than those present during normal market hours.

##### **Risk of Lower Liquidity**

Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular trading hours. As a result, your order may only be partially executed, or not at all.

##### **Risk of Higher Volatility**

Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.

##### **Risk of Changing Prices**

The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular trading hours, or upon the opening the next morning. As a result, you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.

##### **Risk of Unlinked Markets**

Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.

##### **Risk of News Announcements**

Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

##### **Risk of Wider Spreads**

The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

Time and Price Priority of Orders

Orders entered into the extended hours session are generally handled in the order in which they were received at each price level. Therefore, orders transmitted to the ECN by other investors before your order may match an existing order that you were attempting to match, thereby removing that order from the ECN order book. Similarly, your order may not be first in line to be executed if a matching order comes into the ECN. This may prevent your order from being executed, in whole or in part, or from receiving as favorable a price as you might receive during normal market hours.

Communication Delays

Delays or failure in communications due to a high volume of orders or communications, or other computer system problems, may cause delays in, or prevent execution of your order.

Terms and Conditions

Trading through ECN Extended Hours session on the ECN is subject to the terms and conditions ("Terms") and policies set forth by Merrill and subject to change without notice. Trading in the pre-market session may not be available to all users. Users of the extended hours trading session should contact an investment specialist to determine the availability of pre-market trading. By using the ECN Extended Hours trading facility, you acknowledge your understanding of the risks set forth above and your agreement to the Terms set forth below.

We reserve the right not to accept an order for the ECN Extended Hours session at their discretion and will attempt to notify you if your order is not accepted.

We will only accept limit orders for ECN Extended Hours trading. You must indicate a specific price at which you are willing to buy or sell the security you are interested in. You may not trade against an order entered by you. In other words, you may not buy securities you offered for sale in the ECN, and vice versa.

The maximum order size is 100,000 shares.

Prices must be entered in decimals.

Only certain securities will be eligible for trading through the ECN Extended Hours session, so all orders must be for securities traded on the ECN. If a stock normally traded on the ECN closes on a trading halt in its primary market, or trading is later halted by its primary exchange or a regulatory authority, trading of that stock will be suspended on the ECN.

ECN pre-market orders can be placed from 7:00 to 9:30 a.m. Eastern. Pre-market Orders we receive will be sent to the ECN for execution in the order in which they are received. We will continue to send ECN pre-market orders as they are received until 9:30 a.m. Eastern unless trading is halted prior to 9:30 a.m. Eastern.

ECN after-hours orders can be placed from 4:01 to 8:00 p.m. Eastern (After Hours Orders). After Hours Orders we receive will be sent to the ECN for execution in the order in which they are received. We will continue to send After Hours Orders to the ECN until 8:00 p.m. Eastern unless trading is halted prior to 8:00 p.m. Eastern.

If ECN pre-market trading is available, orders not filled during the ECN pre-market session are automatically canceled if they are not filled by the end of the session (i.e., 9:30 a.m. Eastern) during which they were placed. You must re-enter these orders during normal market hours if you still wish to have the trades executed.

Orders not filled during the ECN after hours session are automatically canceled if they are not filled by the end of the session (i.e., 8:00 p.m. Eastern) during which they were placed. You must re-enter these orders during normal market hours if you still wish to have the trades executed.

Merrill is not liable for delays in the transmission of orders due to a breakdown or failure of transmission, communication or data processing facilities, or for any other cause beyond our reasonable control.

Transactions are subject to the applicable rules and regulations of the self-regulatory organizations and governmental authorities.

Transactions are subject to all other agreements applicable to your account(s).

Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation (BofA Corp.). MLPF&S is a registered broker-dealer, registered investment adviser, Member SIPC and a wholly owned subsidiary of BofA Corp.

Merrill Edge® Self-Directed is available through MLPF&S.

Banking products are provided by Bank of America, N.A., and affiliated banks, Members FDIC and wholly owned subsidiaries of BofA Corp.

Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
----------------------	-------------------------	----------------

© 2024 Bank of America Corporation. All rights reserved. | BRO-07-24-0144 | 08/2024

## I. RCMA® Agreement

This RCMA Agreement (the “RCMA® Agreement”) and the RCMA Program Description and RCMA Fee Disclosure (the “Program Description”), as amended from time to time by Merrill Lynch, sets forth the terms and conditions governing the Retirement Cash Management Account “RCMA” Financial Service (the “RCMA Service”) and the Retirement Cash Management Account II “RCMA II” Financial Service (the “RCMA II Service”) to which the Customer is subscribing with Merrill Lynch, Pierce, Fenner & Smith Incorporated, a registered broker-dealer and wholly owned subsidiary of Bank of America Corporation (“MLPF&S” or “Merrill Lynch”). The Customer agrees to read the RCMA agreement and the Program Description, and keep them for its records because, by signing the RCMA/RCMA II Application Form, the Customer is agreeing to their terms. It is understood that before the RCMA/RCMA II Service is provided, it will be necessary for Merrill Lynch to open one or more cash securities account(s) for the Customer (the “Securities Account”). Certain fees, including an annual account fee, which are subject to change, will be charged to the Securities Account for the financial services provided to the Customer.

In this RCMA Agreement and the Program Description, “Customer” means the Plan and Trustees on whose behalf the RCMA Application Form is signed. “Banks” means BANA, BA-CA, and any other depository institutions participating from time to time. “BANA” means Bank of America, N.A. “BA-CA” means Bank of America California, N.A., its successors or assigns. “FDIC” means Federal Deposit Insurance Corporation. “Merrill Lynch Affiliated Banks” means BANA and BA-CA. “RCMA Check Account” means the account(s) established by Merrill Lynch for the Customer with BANA or any successor check-processing bank. “RCMA Checks” means checks issued by BANA to the Customer for use with the RCMA Check Account. “Money Funds” means the BlackRock Liquidity Fund FedFund Cash Reserve Shares (“BLF FedFund”) and the BlackRock Liquidity Fund Treasury Trust Cash Reserve Shares (“BLF Treasury Trust”) offered in conjunction with the RCMA/RCMA II service (only the BLF FedFund is available in the RCMA II service). “Sweep” means the Money Funds and any FDIC-insured money market deposit accounts (“MMDAs”) opened for the Customer through the Insured Savings Account Program (“ISA® Program”) or bank deposit accounts through the Merrill Lynch Bank Deposit Program (“MLBD Program”). The ISA Program is not an available Sweep in the Merrill Edge Self-Directed (“MESD”) Investing service. “Plan” means a qualified retirement or other tax-exempt employee-benefit plan. “Trustees” means parties named in the trust instrument for the Plan who are authorized to enter into this RCMA Agreement. “Self-Directed Defined Contribution Plan” means a U.S. tax qualified defined contribution plan in which the participants are responsible for directing the investments in their account.

The Customer hereby acknowledges that the RCMA/RCMA II Service will operate substantially as follows and agrees and consents to the following terms and conditions set forth herein and in the Program Description.

### 1. DESCRIPTION OF THE RCMA/RCMA II SERVICE AND THE RCMA MASTER FINANCIAL SERVICE

The RCMA Service is an integrated financial service that links together four components: (1) a Securities Account; (2) a choice of available Sweeps; (3) an RCMA Check Account; and (4) optional RCMA services.

The RCMA Master Financial Service consists of an RCMA Master Account established with the full RCMA Service as described above, linked to one or more RCMA SubAccounts established by the Customer to segregate assets of the Plan by participant (if participant-directed) or by manager, purpose, etc. Each RCMA SubAccount is entitled to partial RCMA Service consisting of: (1) a Securities Account; (2) a choice of available Sweeps; and (3) optional RCMA services. An RCMA SubAccount is not eligible for an RCMA Check Account. While the RCMA Service available in Merrill Edge Self-Directed Investing includes the four components described in the prior paragraph, the RCMA Master Financial Service, which links an RCMA Master Account with one or more RCMA SubAccounts, is not part of the RCMA Service available in Merrill Edge Self-Directed Investing.

The RCMA II Service is an integrated financial service that links together three components: (1) a Securities Account; (2) the BLF FedFund; and (3) optional RCMA services. An RCMA II Account is not eligible for an RCMA Check Account or the RCMA Master Financial service. The RCMA II Service is not available to new Customers, and existing Customers that sponsor defined contribution plans that are not self-directed must move to the RCMA Service to avoid restrictions on transacting in their brokerage accounts.

#### (a) Securities Account

The Securities Account may be used to purchase, sell and hold securities and other investments available from or through Merrill Lynch. The Customer agrees to pay normal brokerage fees for securities transactions in the Securities Account. You agree that limits may be placed on your ability to buy, sell, transfer and hold certain securities, like low priced securities, as identified by Merrill Lynch.

All Securities Accounts opened shall be subject to the direction of the Trustees and their designees for all purposes. Any RCMA participant-directed or RCMA SubAccount(s) opened may be subject to the direction of participants for investment purposes only.

Participants in Self-Directed Defined Contribution Plans must either enroll in a Merrill Lynch investment advisory program or purchase and sell securities through an MESD account. Any such participants who currently hold positions in an RCMA Securities Account(s) may continue to hold or sell those positions, but new purchases will not be permitted. New cash contributions and proceeds of any sale will be held in the applicable Sweep until the participant enrolls in an investment advisory program or an MESD account is established for plan assets. Any securities contributed to the Securities Account will be held in such account and will be subject to restrictions set forth in the second sentence of this paragraph.

It is expressly understood and agreed, except for management and advice provided by Merrill Lynch through a Merrill Lynch investment advisory program pursuant to a separate agreement, that Merrill Lynch (including its agents and representatives) does not, nor will it, have discretionary authority or control with respect to the Customer's or participant's investments. Notwithstanding anything to the contrary, Merrill Lynch acknowledges that, effective February 1, 2022, it is acting as a fiduciary under Title I of ERISA in its capacity as a broker-dealer when it provides investment advice and makes recommendations to a Customer or a participant regarding securities or investment strategies in their respective Securities Accounts. The Merrill Best Interest Disclosure Statement provides a description of services and information about costs and fees, compensation earned and material conflicts of interest as required under ERISA.

If you or a participant select a Merrill Lynch investment advisory program, the services provided by, and terms and conditions of, the Merrill Lynch investment advisory program you select will be described in additional documentation that will be provided to you or a participant, as applicable. This will include a separate agreement that you or the participant, as applicable, are required to sign and return to Merrill Lynch.

#### **(b) Sweep Program**

The RCMA Service offers the Customer the option of selecting a Sweep for the investment or deposit of free cash balances, from a choice of money market mutual funds or bank deposit programs offered by Merrill Lynch for that purpose (the "Sweep Program"). Currently the RCMA Service offers the Customer the option of the (1) BLF FedFund, (2) BLF Treasury Trust, (3) ISA Program and (4) MLBD Program as primary sweeps. The ISA Program is not an available Sweep in the Merrill Edge Self-Directed Investing service. The RCMA II Service offers only the BLF FedFund.

Please consider the investment objectives, risks, and charges and expenses of the Money Funds carefully before investing. For more complete information about available Money Funds, including risks, fees and expenses, Customers should obtain a prospectus from the Merrill Lynch financial advisor or Merrill Edge at 1.877.653.4732. Read it carefully before investing or forwarding funds.

Once you complete and return the RCMA Agreement to us, free credit balances in the Securities Account (i.e., any cash that may be transferred out of the Securities Account without giving rise to interest charges) will be automatically invested or deposited daily through the Sweep Program that the Customer has designated as the Customer's Primary Sweep.

It is understood that Merrill Lynch may reasonably withhold access to the Sweep Program, including the redemption proceeds or withdrawal of assets of the Sweep purchased with funds so advanced, until Merrill Lynch is satisfied that any and all checks placed into the Customer's Securities Account have been collected.

Balances in the Sweep Program will be utilized to satisfy amounts owed by the Customer in connection with the RCMA/RCMA II Service (such as debit balances in the Securities Account, amounts owing in the Check Account or investments or deposits made for the Customer that are later reserved). Balances in Money Fund shares will be redeemed at their net asset value, and ISA Program balances and MLBD Program balances will be withdrawn.

Merrill Lynch, may, with 30 days prior written notice, (i) make changes to the terms and conditions of our Sweep Program; (ii) make changes to the terms and conditions of any Sweep; (iii) change, add or remove the Sweep available as sweep product; (iv) transfer your cash from one sweep product to another.

#### **(c) RCMA Check Account**

The Customer authorizes Merrill Lynch to open an RCMA Check Account for the Customer with BANA or any successor check processing bank and agrees that RCMA Checks, if any, issued to the Customer shall be used solely in conjunction with the RCMA Service and subject to the terms and conditions of this RCMA Agreement. The representatives of the Customer designated in the RCMA Check Information Form, as amended from time to time by the Customer, and hereby incorporated by reference and made a part hereof, are authorized to write RCMA Checks on the Customer's RCMA Check Account.

The Customer shall, on a continuing basis, be responsible for the care and safekeeping of the RCMA Checks and for the review of the monthly statements provided by Merrill Lynch in order to promptly discover and report to Merrill Lynch the possible unauthorized use of said checks. The Customer shall permit only those persons authorized in the RCMA Check Information Form to sign checks on behalf of the Customer, to prepare, complete or issue RCMA Checks on the Customer's behalf or to have access to unissued RCMA Checks. The Customer shall be responsible for any and all losses and damages, direct, indirect or consequential, that arise from, or are attributable to, the breach of the Customer's undertaking to safeguard its RCMA Checks, to review its monthly statements or to permit only designated persons to have access to or prepare, complete or issue RCMA Checks. The Customer agrees to notify Merrill Lynch immediately if it believes or has reason to believe that the Customer's RCMA Checks have been used or signed by an unauthorized person.

If the Customer requests that RCMA Checks be printed with two or more signature lines for countersignature purposes, the Customer agrees that the requirement for more than one signature is for the Customer's internal purposes only, and neither Merrill Lynch nor BANA shall have any responsibility or liability for the payment of any RCMA Check without a countersignature or with an unauthorized counter signature.

If the Customer requests that RCMA Checks be signed with a signature stamp or signature plate, the Customer agrees that the use of the signature stamp or signature plate is for the Customer's internal purposes only, and neither Merrill Lynch nor BANA shall have any responsibility or liability for payment of said checks.



The Customer may write RCMA Checks on the RCMA Check Account in the amount equal to the aggregate of any available uninvested free credit balance in the Securities Account and the available balances in the Sweep Program, including the net asset value of the Customer's available Money Fund shares, ISA Program balances, and MLBD Program balances. Since the amount so available is dependent upon the status of clearance of checks deposited by the Customer to the Securities Account, as well as the status of transactions in the Securities Account and the RCMA Check Account, it will fluctuate from day to day.

BANA will notify Merrill Lynch daily as to the amount of any RCMA Check charges to the RCMA Check Account received and paid on Customer's behalf, and Merrill Lynch will promptly make payment to BANA to the extent that sufficient funds can be provided: (i) first, from any available free credit balances in the Securities Account; and (ii) second, from the available balances in the Sweep Program, including the proceeds of redemption of Money Fund shares and withdrawal of ISA Program balances or MLBD Program account balances owned by the Customer. Should the Customer enter a stop payment order or have an RCMA Check returned for insufficient funds, or otherwise, a fee will be imposed.

#### **(d) Custody of Securities**

Merrill Lynch will hold all securities for the Customer's Securities Account in an SEC-approved control location which may include: (i) an SEC-approved securities depository, where deposited securities are held in fungible bulk in the nominee name of such depository with any other securities of the same class of the same issuer belonging to other Merrill Lynch customers; and (ii) a Federal Reserve member bank, where deposited securities are commingled in a book-entry account with securities belonging to other Merrill Lynch customers. The Customer's securities will at all times be separately identified on the books and records of Merrill Lynch as belonging to the Customer, and Merrill Lynch will exercise the due care expected of a professional custodian with respect to such securities. Notwithstanding the foregoing, Merrill Lynch shall not be responsible for any loss or damage with respect to the Customer's securities that may occur as a result of war, civil commotion, enemy action, governmental acts or any other causes beyond the control of Merrill Lynch or such depository.

#### **(e) SIPC Insurance and Additional Coverage**

The securities and cash we hold in your account are protected by the Securities Investor Protection Corporation "SIPC" for up to \$500,000 (inclusive of up to a maximum of \$250,000 for cash).

In addition, Merrill Lynch has obtained "excess-SIPC" coverage 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 protection nor the additional "excess-SIPC" coverage applies to deposits made through a bank deposit program, at the Merrill Lynch Affiliated Banks or elsewhere, or to other assets that are not securities, nor does it protect you against fluctuations in the market value of 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 <http://www.sipc.org> or by calling SIPC at 202.371.8300.

#### **(f) Special Provisions for FDIC Deposit Insurance Coverage**

Merrill Lynch is not a bank and FDIC deposit insurance only covers the failure of an FDIC-insured bank. Certain conditions must be satisfied for deposit insurance coverage to apply when bank deposits are opened on your behalf in the name of Merrill Lynch as your agent. Merrill Lynch has in place business requirements and practices that are reasonably designed to satisfy those conditions, which include, but are not limited to, proper account titling and recordkeeping.

If you have opened a Merrill Lynch account that holds bank deposits on your behalf or on behalf of the beneficial owners of the assets in the account, you, as the account holder or representative, must be able to provide information, in the event of adverse circumstances, about your ownership of the deposits or information regarding the interests of the beneficial owner(s) or beneficiaries to Merrill Lynch in accordance with the FDIC's requirements.

In the event of adverse circumstances, you agree to:

- Cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time;
- Provide promptly the necessary data in the required format.

In the event of bank failure, the FDIC would be appointed as receiver and a hold would be placed on your account so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree if you do not provide the necessary data to Merrill Lynch in a timely manner, it may result in a delay in receipt of insured funds and your ability to transact with these funds.

## **2. RCMA AVAILABILITY AND PAYMENT PROCEDURES**

### **(a) Definition**

For purposes of this RCMA Agreement, the Customer's "RCMA Availability" is the total of: (i) any available free credit balances in the Securities Account; and (ii) the available redemption value of shares or deposit balance of the Customer's Sweep Program subject to any delays in availability as previously described. (RCMA Availability may be referred to in some documents provided

to the Customer as “Purchasing Power.”) The Customer’s RCMA Availability is used to determine the total amount available to the Customer for the payment of RCMA Checks and other transfers of funds. Merrill Lynch may delay increasing RCMA Availability for up to ten (10) business days after the receipt of checks or other negotiable instruments and up to six (6) business days following the receipt of funds through the RCMA Funds Transfer Service, which is described below.

**(b) Payment Procedure**

Merrill Lynch will promptly, upon receipt of notice, make payment to BANA for any RCMA Checks processed or initiate other transfers on the Customer’s behalf to the extent of the Customer’s RCMA Availability. Payments including, without limitations, any fees payable in connection with the RCMA/RCMA II Service, will be made in the following order: (i) first, from any available free credit balances in the Securities Account; and (ii) second, from the proceeds of redemptions or withdrawals beginning with the Primary Sweep and continuing in the order in which the Customer established its non-Primary Sweeps, if any.

**(c) Transactions Exceeding RCMA Availability**

If a transaction exceeds the Customer’s RCMA Availability, BANA or any successor to or assignee of BANA may, but is not obligated to, accept such transaction as an overdraft, and advance funds in the amount exceeding the Customer’s RCMA Availability. Merrill Lynch may elect to decline such a transaction. Any overdraft is immediately due and payable to BANA.

**(d) Periodic Overdraft Billing Statement**

The Customer will receive a periodic overdraft billing statement from BANA, which will detail, among other disclosures, any overdrafts, payments and credits and the balance due.

**3. FUNDS TRANSFERS**

**(a) General**

Wire transfers of funds will be transmitted on behalf of the Customer by banks selected by Merrill Lynch as agent for the Customer. Such banks and any subsequent banks involved in the transfer may use various wire transfer systems, including the Fedwire 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 wire transfer requests are governed by Article 4A of the Uniform Commercial Code, and by applicable rules of automated clearing house associations or, for Fedwires, by Subpart B of Regulation J of the Federal Reserve Board of Governors.

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

- 1) The liability of banks with respect to wire 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;
- 2) The Customer may not be able to cancel or amend a wire transfer request once transmitted to a bank for processing; and
- 3) Fedwires are irreversible once transmitted by a bank and may not be recoverable.

The Customer agrees that Merrill Lynch is acting as the Customer’s agent in transmitting wire transfer requests to banks selected by Merrill Lynch, and the Customer shall be regarded as the “sender” of such wire 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 wire 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 transfers through the RCMA Funds Transfer Service (described below), 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 the Funds Transfer Service to request wire 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.

**(b) RCMA Funds Transfer Service (FTS)**

The Customer may elect to enroll in FTS by completing the RCMA Funds Transfer Service Enrollment Form (“FTS Enrollment Form”), which document, as amended from time to time, is hereby incorporated by reference and made a part hereof. RCMA’s enrolled in the Merrill Edge Self-Directed Investing service will use the Merrill Edge Funds Transfer Service form to enroll in Funds Transfer Service (FTS).

All FTS transfer requests must be accompanied by the reference number of the Securities Account and the confidential password (“FTS Password”) selected by the Customer. Such transfers may be made by initiating debit and/or credit transfers to and/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 and/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 and/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 RCMA 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 any person executing the FTS Enrollment Form may have an interest and Merrill Lynch shall have no obligation to ascertain the propriety of any such instructions.

#### **4. AUTHORIZATION WITH RESPECT TO FINANCIAL INFORMATION**

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

#### **5. PERIODIC REPORTS**

Each month the Customer will receive a transaction statement from Merrill Lynch, which will detail all securities bought or sold in the Securities Account, all Sweep Program transactions and RCMA Checks drawn on the Customer's RCMA Check Account. Merrill Lynch will provide duplicate monthly statements to third parties as authorized in writing by the Customer. Monthly statements will continue to be sent to the Customer as required.

The Sweep Program will not send out confirmations following automatic purchases and redemptions of Money Fund shares or deposits and withdrawals of ISA Program balances, or MLBD Program balances. However, the Merrill Lynch monthly statement will describe all such transactions that took place during the preceding month.

Reports of the execution of orders (confirmations) and statements of account made by Merrill Lynch reflecting such orders shall be conclusive if not objected to by written notice within ten (10) business days after delivery of or communication of the confirmations or statements to Customer. For other transactions (such as electronic funds transfers and checks), the statement of account shall be deemed conclusive if not objected to within sixty (60) days of mailing. It is therefore understood that the Customer should carefully and promptly review each monthly statement.

Any notices or other communications by Merrill Lynch to the Customer's address listed in the RCMA/RCMA II Account Application Form or to such other address as may be designated from time to time in writing 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.

#### **6. TERMINATION OF THE RCMA/RCMA II SERVICE**

The Customer may terminate this subscription to the RCMA/RCMA II Service, including the Securities Account and, if applicable, the RCMA Check Account, at any time upon notice to Merrill Lynch. The Customer will remain responsible for any charges to the Customer's Securities Account or RCMA Check Account, whether arising before or after termination. It is also understood that Merrill Lynch may terminate the Customer's RCMA/RCMA II Service, including the Customer's Securities Account and, if applicable, the RCMA Check Account, at any time at its discretion.

If the Customer's subscription to the RCMA Service is terminated, either by the Customer or Merrill Lynch, the Customer will promptly return all unused RCMA Checks to Merrill Lynch. Failure to return such RCMA Checks may result in a delay in complying with the Customer's instructions as to the disposition of the Customer's Sweep Program balances and Securities Account assets.

Should the Customer's subscription to the RCMA/RCMA II Service be terminated, Merrill Lynch may and is hereby authorized to redeem all shares of the Money Funds and balances in the ISA Program or the MLBD Program owned by the Customer.

Merrill Lynch will transmit any funds or other property that is unclaimed by Customer, regardless of the account in which such funds or other property are held, after the applicable periods specified under applicable escheat or unclaimed property laws in the manner prescribed by such laws, and Customer specifically agrees to such disposition.

#### **7. LIMITATIONS ON LIABILITY**

Merrill Lynch, the Banks and any third parties providing services pursuant to this RCMA Agreement make no representations, warranties or guarantees, express or implied, with respect to the RCMA/RCMA II Service or any services provided in accordance therewith, except as otherwise set forth in this RCMA Agreement. In no event shall Merrill Lynch, the Banks or any third party providing services pursuant to this RCMA Agreement be liable for lost profits or any special, consequential or exemplary damages of any nature resulting from the conduct of the RCMA/RCMA II 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 negligence or willful misconduct.

## 8. EXTRAORDINARY EVENTS

Merrill Lynch shall have no obligation to provide services in connection with the RCMA/RCMA II Service when and to the extent that Merrill Lynch or any party that provides services or facilities to Merrill Lynch in connection with the RCMA/RCMA II Service is prevented from doing so by government restrictions, exchange or market rulings, suspension of trading, electronic or telephone failures, labor dispute, war or any other cause not within Merrill Lynch's or such other party's reasonable control.

## 9. REPRESENTATIONS, ADDITIONAL TERMS AND AMENDMENTS

In addition to the RCMA Agreement and Program Description, the Customer receives the Money Funds prospectus and/or the ISA Program Fact Sheet. The ISA Program Fact Sheet, in addition to this Program Description, shall be collectively referred to as the "Documents" for purposes of this RCMA. Unless the context otherwise requires, the term "RCMA Agreement" shall include the Documents, as amended from time to time. The Documents, which contain additional terms governing the RCMA/RCMA II Service, are incorporated into this RCMA Agreement and made a part hereof. Merrill Lynch and the Banks shall have the right to amend the Documents as provided in the next paragraph. **The ISA Program is not an available Sweep in the Merrill Edge Self-Directed Investing service. Merrill Edge Self-Directed Investing clients will not receive the ISA Program Fact Sheet.**

The Customer agrees that Merrill Lynch shall have the right to amend this RCMA Agreement by modifying or rescinding any of its existing provisions or by adding any new provision, by sending written notice before the effective date of the amendment. Merrill Lynch shall have the right to amend the Program Description at any time with such advance notice as may be stated in the Program Description, or if not stated, without prior notice. In addition to the foregoing rights of Merrill Lynch and without limitation there of, any amendment, update or alteration to any or all of the prospectuses shall be immediately effective to amend, update, alter and supersede any prior prospectus. Nothing in this RCMA Agreement shall be read to limit the right of Merrill Lynch to make any change, amendment or termination of the RCMA Service, the RCMA Agreement, the Program Description or Money Funds. 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 agrees to promptly comply with any such requests for additional documents.

## 10. LIENS

All of your securities and other property in any account —margin or cash — in which you have an interest, or which at any time are in your possession or under your control, other than retirement accounts, such as IRAs, shall be subject to a lien for the discharge of any and all indebtedness or any other obligations you may have to Merrill Lynch. 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 your obligations or indebtedness for other accounts —margin or cash — you maintain with Merrill Lynch.

You agree that Merrill Lynch holds all of your securities and other property in any account, margin or cash, other than retirement accounts, such as IRAs, as security for the payment of any such obligations or indebtedness to Merrill Lynch in any non-retirement account in which you have an interest.

Merrill Lynch, subject to applicable laws, may at any time and without giving you prior notice, use and/or transfer any or all securities and other property in any account in which you have an interest, other than retirement accounts, without regard to Merrill Lynch having made any advances in connection with such securities and other property and without regard to the number of accounts you may have with Merrill Lynch. In enforcing the lien, Merrill Lynch, at its sole discretion, may determine which securities and other property are to be sold or which contracts are to be closed.

## 11. MISCELLANEOUS

### (a) Separability

If any provisions of this RCMA 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 RCMA Agreement shall nevertheless remain in full force and effect.

### (b) Costs of Collection

To the extent permitted by applicable law, the Customer agrees to 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 or the Banks pursuant to this RCMA Agreement.

### (c) Business Day

For purposes of this RCMA Agreement, "Business Day" means any day on which Merrill Lynch is open to the public for carrying on substantially all its business functions.

### (d) Captions and Headings

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

### (e) Integration

Subject to Merrill Lynch's right to amend this RCMA Agreement and the Program Description in Section 10, this RCMA Agreement, the Program Description 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 shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, on which such transactions are executed by Merrill Lynch or its agents, including subsidiaries and affiliates of Merrill Lynch, as well as the policies of Merrill Lynch.

**(g) Independent Research**

Merrill Lynch may offer Customer access to independent research on all domestic and selected international stocks covered by Merrill Lynch Research under the terms of an agreement with regulators. The providers of this Independent Research are chosen by an Independent Consultant, not by Merrill Lynch. If offered and received, Customer agrees that Merrill Lynch will not be responsible or liable for (i) the procurement decisions of the Independent Consultant with respect to the Independent Research, (ii) the Independent Research or its content, (iii) Customer's Transactions, to the extent based on the Independent Research, (iv) claims arising from or in connection with the inclusion of Independent Research ratings in confirmations and account statements, to the extent such claims are based on those ratings. Customer also agrees that Merrill Lynch will not be required to supervise the production of the Independent Research procured by the Independent Consultant and will have no responsibility to comment on the content of the Independent Research or (v) for providing impartial investment advice to Customer by reason of making such independent research available to Customer.

**(h) Non-U.S.-Issued Securities**

If you trade and hold non-U.S. issued securities you agree and acknowledge that: Merrill Lynch or its affiliates are, or may be, required to disclose your name and other identifying information, including but not limited to, Social Security number or tax identification number, to regulators (including taxing authorities) and/or issuers to comply with local law and/or custom or 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.

If you hold shares of Italian companies whose equity securities are traded in any regulated market, you hereby represent that you only hold "Non-Qualified Equity Investments" (Partecipazioni Non Qualificate). You agree, and acknowledge that it is your responsibility, to immediately inform Merrill Lynch if this representation is inaccurate or untrue or if it becomes inaccurate or untrue.

If you trade and hold securities issued by European Economic Area ("EEA"\*) issuers on a European Union ("EU") regulated market you agree and acknowledge that:

Due to an EU regulatory directive, the primary communication channel Merrill Lynch will use to inform you about corporate actions (mandatory and voluntary), general meetings and proxy voting (together, "EEA Issuer Notices") will be via e-delivery. To ensure that you receive EEA Issuer Notices in the timeliest manner, you must agree to and enroll in e-delivery of Service Notices (for Corporate Actions) and Shareholder Notices (for General Meetings/Proxy). While Merrill Lynch will make reasonable efforts to send you that information via physical mail to the address of record associated with your account(s), the mailings may be delayed. We will nevertheless promptly post EEA Issuer Notices applicable to your account online. However, absent your consent to be notified by e-delivery, it is your responsibility to check these resources periodically.

We will continue to send you Pre-Ballot Notifications we receive for EEA issuer company meetings, one type of EEA Issuer Notices, where required. However, we will only send you a full proxy ballot and other voting materials for a particular EEA issuer company meeting if you request us to do so. If you wish to take action, please contact your Advisor and proxy materials and forms will be provided to you. To vote, you will need to provide us with information and other documentation that may be required.

Certain EEA countries require shareholders to provide passport numbers, other personal client information and/or powers of attorney in order for a vote to be accepted. In transmitting your vote, this information will be provided to various intermediaries that are unrelated to us. Other proxy requirements may limit your ability to sell the security, usually for the time between the record and meeting dates.

\*The EEA consists of Member States of the EU as well as Iceland, Liechtenstein and Norway and may change.

**(i) Revised Uniform Fiduciary Access to Digital Assets Act**

In connection with the Revised Uniform Fiduciary Access to Digital Assets Act ("RUFADAA") and applicable state enabling statutes, Merrill Lynch will provide an authorized fiduciary for a Merrill Lynch client, as determined by Merrill Lynch, with "read-only" online access to such client's account(s) provided that the client's fiduciary creates his/her own user name and password, complies with the terms and conditions set forth in the Brokerage Website Terms and Conditions, as appropriate and provides Merrill Lynch with any additional requested documentation. Online access is at all times subject to the terms, conditions and requirement applicable to Merrill Lynch websites and/or mobile applications, including any requirements for access. If Merrill Lynch determines that online access cannot be reasonably granted to such authorized fiduciary, hard copies of the information/documents requested by the authorized fiduciary may be provided.

**(j) Rejection of Payment Orders**

Merrill Lynch and/or Bank of America may reject payment orders (e.g., wire transfers, checks, etc.). We will notify you of any rejection orally, electronically or in writing. If we send written notices by mail, we will do so by the end of the next business day. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.



## 12. REPRESENTATION AS TO OWNERSHIP

The Customer represents that no one except the Customer (or 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 will be invested through this 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.

## 13. APPLICABLE LAWS

**This RCMA Agreement, with respect to all aspects of the RCMA/RCMA II Service, shall be governed by and construed in accordance with the laws of the State of New York. The terms of the agreement with Bank of America, N.A., are governed by North Carolina and the terms of the agreements with Bank of America California, N.A., are governed by federal law.**

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.

You represent that you and any beneficial owners(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 RCMA 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.

### **Recognition of the U.S. Special Resolution Regimes Applicable to a Non-U.S. Domiciled Client.**

(a) In the event that the Merrill Lynch entity (or entities) that is the counterparty to this Agreement (the "Covered Entity") becomes subject to a proceeding under a U.S. Special Resolution Regime, the Non-U.S. Domiciled Client hereby agrees that the transfer from the Covered Entity of this Agreement, and any interest and obligation in or under, and any property securing, this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any interest and obligation in or under, and any property securing, this Agreement were governed by the laws of the United States or a state of the United States.

(b) In the event that the Covered Entity or a Covered Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights under the Agreement that may be exercised against the Covered Entity by a Non-U.S. Domiciled Client are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Agreement were governed by the laws of the United States or a state of the United States.

(c) The following terms as used in this section entitled "Recognition of the U.S. Special Resolutions Regimes Applicable to a Non-U.S. Domiciled Client" will have the following meanings only in this provision:

**"Agreement"** means RCMA Agreement and all transactions entered into under or pursuant to this Agreement, together with any related credit enhancements between the parties or provided by one to the other

**"Covered Affiliate"** means a BHC Affiliate of the Covered Entity. The term "BHC Affiliate" has the same meaning as the term "affiliate" of a bank holding company as defined in, and shall be interpreted in accordance with, Section 2(k) of the Bank Holding Company Act, (12 U.S.C. 1841(k)).

**"Default Right"** means the right of any party to terminate, cancel, or rescind the agreement or transactions thereunder and other rights as defined in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

**"Non-U.S. Domiciled Client"** means any client that is a party to this Agreement (as applicable) that does not meet any of these definitions: (i) an individual that is domiciled in the United States or any of its states, commonwealths, territories or possessions, including the District of Columbia (each a "State"); (ii) a company that is incorporated in or organized under the laws of the United States or any State; (iii) a company, the principal place of business of which is located in the United States, including any State, or (iv) a U.S. branch or agency of a foreign bank.

**"U.S. Special Resolution Regime"** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

**14. 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.

**15. READ AND UNDERSTAND ENGLISH**

You acknowledge that (i) you can read and fully understand English; (ii) that written documents, agreements, and information (collectively referred to as "Materials") concerning your relationship with Merrill Lynch, including but not limited to products, services, transactions, and other account details, will typically be provided to you in English; and (iii) on occasion we may provide certain Materials to you in Chinese, Spanish, or Portuguese, as applicable.

關注客戶

變化的通知在其自己的與MLPF & S的關係

您承认 (i) , 你可以阅读并完全理解英语; (ii) 有关与美林 (Merrill Lynch) 的关系的书面文件, 协议, 以及信息 (统称为 "材料" ) , 包括但不限于产品, 服务, 交易, 和其他帐户细节, 通常会以英语向您提供, (iii) 有时出于尊重, 我们可能会向您提供某些非英文的翻译材料。

**ATENCIÓN A NUESTROS CLIENTES:****NOTIFICACIÓN DE CAMBIOS EN LA RELACIÓN DE SU CUENTA CON MLPF&S**

Ud. reconoce que (i) puede leer y entender el idioma inglés a cabalidad; (ii) que, en general, todos los documentos escritos, contratos y demás información (denominada, en conjunto, como "Materiales"), que tengan que ver con la relación que sostiene con Merrill Lynch, incluyendo pero sin limitarse a los productos, servicios, transacciones y demás detalles relacionados con su cuenta le serán entregados en el idioma inglés; y (iii) en ocasiones, podremos entregarle traducciones de ciertos materiales a otros idiomas distintos al inglés, como un gesto de cortesía hacia Ud.

**ATENÇÃO, TODOS OS CLIENTES:****NOTIFICAÇÃO DAS MUDANÇAS REALIZADAS NOS CONTRATOS DE SUAS CONTAS COM MLPF&S:**

Você declara que (i) pode ler e compreender o idioma inglês perfeitamente; (ii) que aceita que, em geral, todos os documentos escritos, os contratos e as outras informações (juntamente designados "Materiais"), que tenham a ver com a relação que você mantém com a Merrill Lynch, inclusive, mas sem se limitar a, os produtos, serviços, transações e outros detalhes relacionados a sua conta sejam entregues em idioma inglês; e que (iii), em ocasiões, poderemos entregar traduções de alguns materiais em outros idiomas diferentes do inglês, como gesto de cortesia para você.

**16. ARBITRATION OF CONTROVERSIES WITH MERRILL LYNCH**

This RCMA Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this RCMA 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 RCMA 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 to, on, or subsequent to the date hereof.

Any arbitration pursuant to this RCMA Agreement shall be conducted only before the Financial Industry Regulatory Authority, Inc. "FINRA", an arbitration facility provided by any other exchange of 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, or such other address that Merrill Lynch may advise you of from time to time, 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 the arbitrators may be entered in any court, state or federal, having jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this RCMA Agreement except to the extent stated herein.

#### 17. 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. Nonindividuals (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.

#### 18. REFERRAL POLICY

Merrill Lynch 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.**

#### 19. SUBSTITUTE PAYMENTS

Merrill Lynch will aim to reduce the occurrence of circumstances that lead to its Customers 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 Customers when such circumstances arise in a transaction, and giving Customers 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 Customers receiving substitute payments for their securities in lieu of payments from the issuer of the securities. In addition, customers 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 of our Customers to receive the actual payment from the issuer of the securities. Under such circumstances, we have established policies and procedures to determine which clients to allocate substitute payments to. Customers who receive a substitute payment will see the payment indicated as such in their account statements. Merrill Lynch is committed to ensuring that its Customers 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 with an objective 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. If you believe the gross up amount received is not sufficient to offset the tax liability incurred due to substitute payments, please contact your financial advisor for resolution.

#### 20. TERMS APPLICABLE TO MERRILL EDGE SELF-DIRECTED INVESTING ACCOUNTS

If you have an MESD RCMA account, your RCMA will be subject to the terms of the Retirement Cash Management Account Agreement, including the terms in this Section 20, and the MESD Terms of Service (“TOS”). To obtain a copy of the MESD TOS, please contact Merrill Edge Self-Directed at 877.653.4732 or visit [www.merrilledge.com/tos](http://www.merrilledge.com/tos).

MESD is designed for U.S.-based investors who wish to make their own investment choices in a Merrill Lynch brokerage account. Neither Merrill Lynch, nor MESD, nor any Merrill Lynch or MESD representative, will act as fiduciaries or provide you with investment advice, including any recommendation, or offer any opinion regarding the appropriateness of any security, order, transaction, or strategy in your MESD RCMA, or monitor your investments or the appropriateness of your account or service level, or alert you to any recommended change to your investments, investment accounts, or services. Neither Merrill Lynch nor MESD, nor any Merrill Lynch or MESD representative or agent, will provide you with any tax or legal advice.



No Merrill Lynch Research opinion, Independent Research opinion, the inclusion of a security on any list, or any information provided to you either on the Merrill Edge Self-Directed website or by mail or any other means constitutes a recommendation to you to purchase, hold or sell any investment. You agree that any transactions executed through your MESD RCMA, whether based on information obtained from Merrill Lynch or elsewhere, will be solely your own decision and based on your own evaluation of your personal financial situation, needs, and 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 RCMA, 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 RCMA 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.

## II. RCMA Program Description

The Retirement Cash Management Account (RCMA) Financial Service (the “RCMA Service”) is a specialized version of the Cash Management Account® (“CMA Account”) financial service of Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”). Throughout this Program Description, “BANA” means of Bank of America, N.A., “BA-CA” means Bank of America California, N.A., its successors or assigns, and “Banks” means BANA, BA-CA, and any other depository participating from time to time.

The RCMA Service is offered only to qualified plans under Internal Revenue Code (“IRC”) Section 401(a) with a related trust, which qualifies under IRC Section 501(a).

### 1. GENERAL

#### (a) RCMA Service

The RCMA Service is an integrated financial service that links the following components: (1) a Securities Account; (2) a choice of available Sweeps; (3) an RCMA Check Account; and (4) optional RCMA services.

#### (b) RCMA Master Financial Service

Customers may subscribe to the RCMA Master Financial Service by opening an RCMA Master Account established with the full RCMA Service and one or more related RCMA SubAccounts to segregate assets by participant (if “participant-directed”) or by manager, purpose, etc. Each RCMA SubAccount is eligible for partial RCMA Service consisting of (1) a Securities Account; (2) a choice of available Sweeps; and (3) optional RCMA services. An RCMA SubAccount is not eligible for an RCMA Check Account. **While the RCMA Service available in Merrill Edge Self-Directed Investing includes the four components described in the prior subsection titled “RCMA Service,” the RCMA Master Financial Service, which links an RCMA Master Account with one or more RCMA SubAccounts, is not part of the RCMA Service available in Merrill Edge Self-Directed Investing.**

#### (c) RCMA II Service

Merrill Lynch also provides a limited-feature financial service known as the Retirement Cash Management Account II Financial Service (“RCMA II Service”), which is described on page 17.

### 2. RCMA SUBSCRIPTION REQUIREMENTS

To subscribe to the RCMA Service, the Customer must execute the applicable RCMA application form and RCMA Check Information Form pursuant to which a Securities Account will be established with Merrill Lynch and an RCMA Check Account opened at BANA on behalf of the RCMA Customer by Merrill Lynch. The Customer must designate a Primary Sweep as indicated on the RCMA application form.

To subscribe to the RCMA Master Financial Service, the Customer must open the RCMA Master Account as per the procedure in the previous paragraph. The Customer must then open one or more RCMA SubAccounts by executing an RCMA SubAccount Information Form for each RCMA SubAccount established. The Customer must designate a Primary Sweep as indicated on the RCMA SubAccount Information Form. Merrill Lynch reserves the right to alter or waive the conditions of subscription to the RCMA Service and also reserves the right to reject any application to subscribe to the RCMA Service or any of its features for any reason.

### 3. CHARGES

#### (a) Annual Account Fee

RCMA Customers who have opened one RCMA in conjunction with the RCMA Service are charged an annual account fee as outlined in this booklet in II(A) RCMA Fee Disclosure. RCMA Customers who have opened two or more RCMA in conjunction with the RCMA Service are charged an annual account fee as outlined in this booklet in II(A) RCMA Fee Disclosure.

RCMA Customers who have elected to participate in the RCMA Master Financial service are charged an annual account fee as outlined in this booklet in II(A) RCMA Fee Disclosure for the RCMA Master Account and a fee, as outlined in this Booklet in II(A) RCMA Fee Disclosure, for each of the RCMA SubAccounts in the relationship.

RCMA Master Financial Service Customers may elect that each account within the relationship be charged its respective annual account fee on its own anniversary date (the “Individual” fee option) or may choose to have the annual account fees for all accounts within the relationship charged to the RCMA Master Account (the “Roll-up” fee option). In the latter option, all accounts will have the same anniversary date. Only one option may be chosen within a given RCMA Master Financial Service relationship.

Annual account fees are debited directly from the RCMA and are nonrefundable.

**(b) Other Charges**

Additional fees will be charged for securities transactions in the Securities Account and may be charged for optional RCMA services. In addition, charges will be imposed for federal funds wires and for checks received in an account that are returned unpaid. Certain other charges may be imposed as described below under “RCMA Check Account.” No transaction charge or commission will be made with respect to the purchase or redemption of Money Fund shares, or deposits or withdrawals made pursuant to the ISA Program or the MLBD Program.

**(c) Fee Changes**

Merrill Lynch reserves the right to change its fees, including the RCMA 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.

#### **4. SECURITIES ACCOUNT**

**(a) General**

The Securities Account is a conventional Merrill Lynch securities account that may be used to purchase, sell and hold securities on a fully paid, cash basis.

The Securities Account will be maintained pursuant to the rules and regulations of the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System and the Financial Industry Regulatory Authority (“FINRA”), as well as the policies and procedures of Merrill Lynch. As is the case with a regular securities account, the Customer will pay brokerage fees for securities transactions in the Securities Account.

#### **5. SWEEP PROGRAM**

The RCMA Service offers the Customer the option of selecting a Sweep for the investment or deposit of free cash balances from a choice of money market mutual funds or bank deposit programs offered by Merrill Lynch for that purpose. The list of available Sweep Program vehicles available to your Account is listed in this RCMA Program Description below, and that list may be changed by Merrill Lynch from time to time. Note, however, that any change in the Sweep Program for your account will be made in a manner that is consistent with the status of Merrill Lynch as a non-fiduciary services provider, as described in the RCMA Program Description.

**(a) Primary Sweep**

For purposes of this Program Description the Sweep Program vehicles available for your account include two no-load, money market mutual funds (each a “Money Fund” and collectively, the “Money Funds”), the ISA Program and the MLBD Program. These are described as follows:

The Money Funds are described in more detail in the BLF FedFund prospectus and the BLF Treasury Trust prospectus. Merrill Lynch may make other money market mutual funds available to RCMA Customers.

*BLF FedFund* generally invests in direct U.S. Government obligations and repurchase agreements thereof. This fund is designed for investors seeking safety of principal available from investments in U.S. Government obligations.

*BLF Treasury Trust* generally invests in U.S. Treasury securities. This fund is designed for investors seeking safety of principal available from investments in U.S. Treasury obligations.

The *ISA Program* is a series of electronically linked MMDAs into which funds are deposited on the Customer’s behalf by Merrill Lynch. The MMDAs are held at one or more depository institutions, whose deposits are insured by the FDIC, up to applicable limits, and may include depository institutions affiliated with Merrill Lynch and its parent, Bank of America Corporation. To view a list of the depository institutions currently participating in the ISA Program, visit [www.ml.com/ISA](http://www.ml.com/ISA).

If the Customer chooses the ISA Program, the Customer will receive the ISA Program Fact Sheet and a list of the ISA Program participating depository institutions when the opening deposit is made. Merrill Lynch’s FDIC-insured affiliates may be on that list, and others may be added from time to time. Please review these documents carefully. You may also ask your financial advisor for the ISA Program Fact Sheet and list of participating depository institutions in the ISA Program.

Amounts deposited through the ISA Program are insured by the Federal Deposit Insurance Corporations (“FDIC”) up to \$250,000 (including principal and any accrued interest) per depositor, per account ownership category, per insured bank. ISA Program deposit balances are not covered by SIPC protection. By choosing the ISA Program, the Customer agrees to the terms and conditions in the ISA Program Fact Sheet. **The ISA Program is not an available Sweep in the Merrill Edge Self-Directed Investing service.**

The *MLBD Program* is comprised of federally insured MMDAs and demand deposit accounts with Bank of America, N.A. and Bank of America California, N.A. into which funds are deposited on the Customer’s behalf by Merrill Lynch. Information concerning the MLBD Program is set forth in the Merrill Lynch Bank Deposit Program Disclosure Statement; Employee Benefit Plans included

in Section II(C) of the RCMA Program Description. Merrill Lynch is not a bank and FDIC deposit insurance only covers the failure of an FDIC-insured bank. Certain conditions must be satisfied for deposit insurance coverage to apply when bank deposits are opened on your behalf in the name of Merrill Lynch as your agent. Merrill Lynch has in place business requirements and practices that are reasonably designed to satisfy those conditions, which include, but are not limited to, proper account titling and recordkeeping.

The Money Funds are described in more detail in the BLF FedFund prospectus and BLF Treasury Trust prospectus. Merrill Lynch may make other money market mutual funds available to RCMA Customers. You could lose money by investing in a Money Fund. Although the Money Funds seek to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in a Money Fund is not insured or guaranteed by the FDIC or any other government agency. The Money Fund's sponsor has no legal obligation to provide financial support to the Money Fund, and you should not expect that the sponsor will provide financial support to the Money Fund at any time.

In addition, other affiliates of Merrill Lynch may receive fees for providing services, such as transfer agency services, to the Money Funds. If the offering of any particular Sweep is suspended for any reason, Merrill Lynch is authorized, but not obligated, to cause automatic investments of available free credit balances in the Securities Account to be invested in shares of another Sweep. You will be notified in advance of any such change.

Once you complete and return the RCMA Agreement to us, any available free credit balances in the Securities Account will be automatically invested in (1) one of the Money Funds, (2) deposited through the ISA Program or (3) the MLBD Program, whichever the RCMA Customer designates as the Primary Sweep pursuant to this Agreement. Investments in shares of the Money Funds will be made at the current net asset value. Deposits made through the ISA Program or the MLBD Program will be made in separate accounts established at designated depository institutions whose deposits are insured by the FDIC. The interest rate paid on deposits in accounts maintained through the ISA Program or the MLBD Program is determined weekly and is subject to change.

Merrill Lynch, may, with 30 days prior written notice, (i) make changes to the terms and conditions of our Sweep Program; (ii) make changes to the terms and conditions of any Sweep; (iii) change, add or remove the Sweep available as sweep product; (iv) transfer your cash from one sweep product to another.

#### **(b) Sweep Program Transactions**

Once you complete and return the RCMA Agreement to us, any available free credit balances means any cash that may be transferred out of the Securities Account without giving rise to interest charges. Any available free credit balance held in the Securities Account of the Customer will be (i) applied toward the payment of pending securities transactions or other charges in the Securities Account; and then (ii) automatically invested or deposited in one of the Sweep Program vehicles, whichever is designated by the Customer as its Primary Sweep.

Subject to the availability of funds placed into the Securities Account described below under "Funds Availability," available free credit balances held in the Securities Account of the Customer will be automatically applied to pay for purchases of securities or any other amounts due in the Securities Account.

Automatic and manual investments in Money Fund shares are made under the circumstances described in the Money Fund prospectus under the caption "Purchase and Sale of Shares." Automatic and manual deposits and withdrawals pursuant to the ISA Program are made under the circumstances described in the ISA Program Fact Sheet. A minimum initial deposit of \$1 is required for each MMDA. If the ISA Program is an additional Sweep, a minimum of \$1,000 is required.

To the extent that funds are automatically invested in, or deposited through, the Customer's Primary Sweep, investments of \$1 or more are automatically swept into your Primary Sweep on the business day after the funds are received, provided the funds are received before our cashing deadline.

Shares of the Money Funds will be redeemed at their net asset value. Sweep Program balances will be automatically redeemed or withdrawn to satisfy obligations arising in connection with the Securities Account. Sweep Program balances will also be automatically redeemed or withdrawn as necessary to satisfy amounts owed in connection with the RCMA Service. Automatic redemptions or withdrawals will be made first from the Customer's Primary Sweep and then, to the extent necessary, from those Money Funds, ISA or MLDB accounts in which the Customer may have investments and which have not been designated by the Customer as its Primary Sweep vehicle. Unless the Customer instructs Merrill Lynch otherwise, redemptions or withdrawals from a Sweep not designated as the Primary Sweep will be made in the order the Sweeps were established by the Customer.

#### **(c) Sweep Dividends/Interest**

Dividends will be declared daily on Money Fund shares and will be reinvested daily in additional shares and credited to the RCMA monthly; interest on the ISA Program deposits and MLBD Program will be compounded on a daily basis and credited to the RCMA monthly. The RCMA Service thus permits the Customer to use free credit balances by investing them in a Sweep, thereby assuring utilization of such funds pending other investments in the Securities Account, payments of charges, or for other transactions in connection with the RCMA Service.

#### **(d) Funds Availability**

Unless otherwise used to pay for purchases of securities or any other amounts due in the Securities Account, money transmitted to the Customer's Securities Account by federal funds wire transfer or the RCMA Funds Transfer Service ("FTS") will be available for

automatic investment in or deposit through the Primary Sweep on the Merrill Lynch business day following the receipt of such funds by Merrill Lynch.

The amount payable on a check received in a Securities Account prior to the cashiering deadline of the particular Merrill Lynch office where it is received will be available for investment in or deposit through the Securities Account or for payment to reduce any outstanding balance on the second Merrill Lynch business day following receipt of the item by Merrill Lynch. Similarly, the amount payable on a check received in a Securities Account after the cashiering deadline of the Merrill Lynch office will be available for investment in or deposit through the Securities Account or for payment to reduce any outstanding balance on the third Merrill Lynch business day following receipt of the item by Merrill Lynch.

The availability of funds for disbursement by check, FTS or wire transfer is described in section 6(c), "RCMA Availability."

#### **(e) Conflicts of interest**

There are conflicts of interest relating to the Sweep Program. If you hold cash balances in your account, both Merrill Lynch and the Merrill Lynch Affiliated Banks benefit financially when your cash is "swept" to and held in deposit with them under the Sweep Program. Merrill Lynch receives compensation from the Merrill Lynch Affiliated Banks for its services relating to the Sweep Program.

Merrill Lynch receives:

- Up to \$100 per year from BANA and/or BA-CA for each account that sweeps to the Merrill Lynch Bank Deposit Program and the Merrill Lynch Direct Deposit Program
- Up to \$85 per year for each account that sweeps to the Retirement Asset Savings Program
- Up to \$100 per year from Merrill Lynch Bank and Trust Company (Cayman) Limited for each account that sweeps to the International Bank Variable Rate Deposit Facility
- A fee of up to 2% per annum of the daily balances from the participating banks in the ISA Program.

This compensation is subject to change from time to time, and Merrill Lynch may waive all or part of it. Financial advisors are compensated based on their clients' total deposits held in Merrill Lynch Affiliated Banks (excluding under the Retirement Asset Savings Program), in participating banks in the ISA Program and in sweep money market funds. In addition, they can receive a compensation award based on achieving a number of strategic objectives, including, among other activities, the growth in their clients' balances in bank sweep deposit accounts and sweep money market funds. Together, these compensation incentives create a conflict of interest.

The Merrill Lynch Affiliated Banks benefit financially from their use of the deposits. Through the Sweep Program, they receive a stable, cost-effective source of funding. They use bank deposits to fund current and new lending, investment and other business activities. Their participation in the Sweep Program increases their respective deposits and overall profits. Bank profitability is determined in large part by the "spread" they earn on the deposits — the difference between the interest paid and other costs incurred by them on bank deposits (including payments to Merrill Lynch), on the one hand, and the interest or other income earned on their loans, investments and other assets, which may be funded in part by bank deposits, on the other hand. The greater the amount of cash balances maintained in deposit accounts with the Merrill Lynch Affiliated Banks (which could be as a result of a recommendation from your financial advisor) and the lower the interest rate paid on the related bank deposit, the more the Merrill Lynch Affiliated Banks benefit.

The deposits will bear a rate of interest that has been established for, and in light of the features of, the Sweep Program. The rate of interest for such deposit accounts is periodically set and reset by the Merrill Lynch Affiliated Banks in their discretion. Accounts that enroll in specified Merrill Lynch investment advisory programs receive the highest tier rate available under Merrill Lynch Bank Deposit Program and Retirement Asset Savings Program. The specified programs are (1) the Merrill Lynch Investment Advisory Program; (2) the Merrill Lynch Strategic Portfolio Advisor Service; (3) the Merrill Lynch Managed Account Service; (4) the BlackRock Private Investors Service; (5) the Merrill Guided Investing Program; (6) the Merrill Guided Investing with Advisor Program; and (7) the Merrill Edge Advisory Account program.

The interest rate you earn in a bank deposit account affiliated with the Sweep Program will likely be lower than yields on certain money market funds and other cash alternatives.

**The Sweep Program vehicles constitute only one component of the RCMA Cash Management Account Financial Service, including the RCMA Service. Subscribers are advised to read the BLF FedFund prospectus, BLF Treasury Trust prospectus, and the ISA Program Fact Sheet and the Merrill Lynch Bank Deposit Program Disclosure Statement; Employee Benefit Plans.**

## **6. RCMA CHECK ACCOUNT**

### **(a) General**

For purposes of this Program Description, the RCMA Check Account is an account through which RCMA Checks drawn on BANA are processed. The Customer will be provided with RCMA Checks by Merrill Lynch. The Customer may write RCMA Checks for any amount up to "RCMA Availability" as described below.

The Customer may request that payment of RCMA Checks drawn on the RCMA Check Account be stopped. In order to stop payment, the Customer must notify Merrill Lynch of the exact amount of the RCMA Check, the full check number, date and payee of the RCMA

Check and the full number of the Customer's RCMA. If that information is not correct, or is untimely or the Customer does not promptly comply with a request for other reasonable information about the RCMA Check, then Merrill Lynch and BANA will not be responsible if the RCMA Check cannot be stopped.

If an RCMA Check was not stopped for any reason and there was a timely and proper stop payment order in effect for such RCMA Check, then Merrill Lynch may, without liability, delay recrediting the Customer's RCMA until it determines the rights of the parties involved, including BANA. In addition, neither Merrill Lynch nor BANA will be liable if, through the payment of an RCMA Check contrary to a stop payment order, any other items drawn on the Customer's RCMA are returned unpaid.

BANA reserves the right to pay post-dated RCMA Checks, although it is not obligated to do so. BANA also reserves the right not to pay checks that it determines in its sole discretion are incomplete or improperly completed.

Although RCMA Checks drawn on the RCMA Check Account will not be automatically returned to clients, originals or copies may be obtained by calling 800.637.7455. Merrill Edge Self-Directed clients should call 877.653.4732.

Unlike checking accounts established at banks, the RCMA Check Account has special requirements that exceed the requirements usually associated with bank checking accounts relating to the safekeeping of checks and information related to the RCMA Check Account, as well as to diligence on the part of the Customer. The Customer should be aware of such requirements when deciding whether or not to subscribe to the RCMA Service. These special requirements, which are set forth in the RCMA Agreement, provide that the Customer shall, on a continuing basis, be responsible for the care and safekeeping of RCMA Checks and shall permit only those persons authorized by the Customer to prepare and issue RCMA Checks on its behalf. The RCMA Agreement provides that the Customer shall be responsible for losses and damages that are attributable to a breach of the Customer's agreement to safeguard its RCMA Checks and that the Customer shall notify Merrill Lynch immediately if it has reason to believe that its RCMA Checks have been lost or stolen or may have been used by an unauthorized person.

#### **(b) Charges**

Currently, no per-check charge will be imposed on RCMA Checks. Charges will be imposed for stop payment orders and RCMA Checks which are returned because they have exceeded the RCMA Availability described below or for any other reason. Charges may be imposed for providing Customers with originals or copies of their RCMA Checks. Note: For legal proceedings (e.g., IRS Audits), if the Customer provides Merrill Lynch with legal documentation, fees for canceled checks will be waived. Fees relating to the RCMA Check Account are subject to change at any time without notice, subject to applicable law.

#### **(c) RCMA Availability**

"RCMA Availability" is the total of (i) any available free credit balances in the Securities Account; and (ii) the available value of the Sweep Program. Since RCMA Availability is dependent upon activity in each of the components of the RCMA Service, it will fluctuate from day to day. (RCMA Availability is sometimes referred to as "Purchasing Power.")

Securities purchases in the Securities Account reduce RCMA Availability on the trade date, not the settlement date of such purchases. However, Sweep Program shares and deposits are not redeemed or withdrawn until the settlement date of such purchase transactions.

Merrill Lynch reserves the right not to effect Sweep Program redemptions or withdrawals for up to ten (10) business days from the receipt of checks or other negotiable instruments, and up to six (6) business days from the receipt of funds electronically credited through FTS or wire transfer, used for a purchase of shares or deposit through the Sweep Program. This means that the RCMA Availability may not be increased to reflect such checks or other negotiable instruments for up to ten (10) business days following receipt (up to six (6) business days following receipt of funds through FTS or wire transfer). The duration of this period is based primarily upon the location of the drawee bank relative to the Merrill Lynch office that received the item.

If the Customer exceeds the Purchasing Power of its RCMA, BANA may, but is not obligated to, accept the transaction amount exceeding its Purchasing Power as an overdraft and make unsecured advances of funds on behalf of the Customer to Merrill Lynch or the Merrill Lynch Affiliated Banks. If BANA does so, the Customer will be notified, and the Customer must immediately pay the amount of the overdraft.

All checks received by Merrill Lynch must be in U.S. funds or in various foreign currencies that Merrill Lynch determines to be eligible from time to time.

#### **(d) Disbursement Priority**

The Bank will notify Merrill Lynch daily of any charges which are being presented against the RCMA Check Account, whether by use of RCMA Checks or otherwise. Merrill Lynch will make payment to the Bank on behalf of the Customer on the day notice of the debit is received by Merrill Lynch.

Payments for RCMA disbursements will be made in the following order of priority: (i) first, from available free credit balances, if any, in the Securities Account, and (ii) second, from the proceeds of redemptions or withdrawals from the available value of the Sweep Program.

The redemptions or withdrawals from the Sweep Program will be made: (i) first, from the RCMA Customer's Primary Sweep and then, to the extent necessary, (ii) from Sweeps not designated as the Primary Sweep.



## 7. RCMA FUNDS TRANSFER SERVICE

RCMA Customers may elect to enroll in the RCMA Funds Transfer Service (FTS). Once enrolled and issued an FTS password, the RCMA Customer may initiate the transfer of funds between the RCMA and other enrolled accounts at Merrill Lynch or at other financial institutions through the Automated Clearing House (ACH) system.

FTS transfers may be made by calling 800.637.9262. Clients enrolled in the Merrill Edge Self-Directed Investing service should contact 877.653.4732 for FTS transfers. All transfers must be at least \$1 and may be in dollars and cents. Transfers may be authorized for the next business day, for future dates or on a recurring basis. The RCMA Customer will receive an automated confirmation of all transfers for verification purposes.

RCMA Customers who enroll in the FTS service should guard the secrecy of their FTS password and should not allow anyone who is not authorized to use it to do so. The RCMA Customer is liable for all transfers of funds that are initiated by instructions that include the FTS password. In the event that erroneous FTS transfers are made, Merrill Lynch is authorized to initiate debit and/or credit transfers to correct such erroneous transfers, provided that any such correction is made in accordance with applicable laws, rules or regulations.

FTS transfers from the RCMA will not be completed if the transfer would exceed the Customer's Purchasing Power. FTS transfers to the RCMA will be subject to applicable laws and may not increase the Customer's Purchasing Power in the RCMA for up to six (6) business days after the receipt of such funds.

## 8. ACCOUNT INFORMATION

### (a) Statements

The Customer will receive a monthly transaction statement from Merrill Lynch that will detail all RCMA transactions during the preceding month. The RCMA monthly statement will describe (i) securities bought and sold in the Securities Account; (ii) other types of transactions effected in the Securities Account; (iii) Sweep Program transactions; (iv) dividends or interest on Sweep Program shares or balances; (v) checks drawn against the Check Account; and (vi) electronic fund transfers. In addition, fiscal year-end annual statements will be provided to RCMA Customers. Record-keeping statements, participant statements, tax reporting statements, IRS Form 5500 filings, and other plan administrative services are not provided by Merrill Lynch. The Customer is responsible for making the necessary arrangements with a service provider for these obligations.

Reports of the execution of orders (confirmations) and statements of account made by Merrill Lynch reflecting such orders shall be conclusive if not objected to by written notice within ten (10) business days after delivery of or communication of the confirmations or statements to Customer. For other transactions (such as electronic funds transfers and checks), the statement of account shall be deemed conclusive if not objected to within sixty (60) days of mailing.

Merrill Lynch reserves the right to charge a fee for providing duplicate copies of the RCMA monthly statements and fiscal year-end annual statements.

### (b) Telephone

Customers with questions about their accounts, including their RCMA Availability and current charges and fees, may call the special toll-free telephone number 800.637.9262. (This telephone number is not available outside the United States. Customers located outside the United States should contact their financial advisor.) Clients enrolled in the Merrill Edge Self-Directed Investing service should contact 877.653.4732 with questions about their accounts. Customers who wish to have information about their RCMA accessible through this toll-free telephone number only with the use of a telephonic security code may call 800.637.9262 to obtain this code. The RCMA monthly statement also lists the telephonic security code.

## 9. ACCOUNT TERMINATION

Merrill Lynch reserves the right to terminate or suspend a Customer's participation in the RCMA Service at any time for any reason. You agree that you will remain responsible for authorized charges that arise before or after termination. Merrill Lynch may redeem all money market mutual fund shares and withdraw all funds from bank deposit accounts, such as MMDAs maintained through the ISA Program or the MLBD Program. Merrill Lynch requires that you provide transfer instructions to transfer your account to another financial institution or liquidation instructions within thirty (30) days of receiving written notification from Merrill Lynch informing you that we are terminating your account. If such instructions are not submitted by you within thirty (30) days, cash, money market mutual funds and bank deposits will be liquidated or withdrawn and the proceeds will be sent to you in the form of a check, equity and fixed income securities eligible for certificate delivery will be issued to you in that form, and equity and fixed income securities ineligible for certificate delivery will be liquidated.

Any non-transferable securities, including but not limited to mutual funds, will be liquidated at current market prices. Sale proceeds will also be issued to you in the form of a check. Liquidation and distribution of any security will likely be a taxable event and may incur fees, including mutual fund contingent deferred sales charges, or other applicable liquidation fees. Merrill Lynch recommends that you consult a tax advisor to determine what result, if any, liquidation and distribution may have on your tax situation.

If the Customer's subscription to the RCMA Service is terminated for any reason, the Customer must promptly return unused RCMA Checks to Merrill Lynch and discontinue using any other means of access to the RCMA. Failure to return the RCMA Checks may result in a delay in complying with the Customer's instructions as to the disposition of the Customer's assets.

Merrill Lynch will transmit any funds or other property that is unclaimed by Customer, regardless of the account in which such funds or other property are held, after the applicable periods specified under applicable escheat or unclaimed property laws in the manner prescribed by such laws.

#### 10. SPECIAL ACCOUNTS

Merrill Lynch has modified the conditions of the RCMA Service for certain group plans and different categories of customers. Merrill Lynch may charge RCMA Customers different fees than those charged to other participants in the RCMA Service. It is anticipated that Merrill Lynch will continue to offer modified versions of the RCMA Service.

#### 11. RCMA II SERVICE

The RCMA II Service operates in substantially the same manner as the RCMA Service with the following differences: (i) the BLF FedFund is the only available Sweep; (ii) no fiscal year-end annual statement is available; and (iii) no RCMA Check Account is available. Customers considering the establishment of the RCMA II Service should review the descriptions of the available features contained in this booklet.

The RCMA II Service offers the Customer an investment option for the investment of free credit balances, a money market mutual fund offered by Merrill Lynch for that purpose. This available Sweep is listed in the RCMA Program Description, and that list may be changed by Merrill Lynch from time to time. Note, however, that any change in the Sweep Program for your account will be made in a manner that is consistent with the status of Merrill Lynch as a non-fiduciary services provider, as described in the RCMA Program Description.

To subscribe to the RCMA II Service, the Customer must execute an RCMA II Account application form pursuant to which the Securities Account will be established with Merrill Lynch.

There is an annual account fee for the RCMA II Service as outlined in this booklet in II(A). RCMA Fee Disclosure, which is nonrefundable.

#### 12. SUPPLEMENTAL ACCOUNT INFORMATION

You could lose money by investing in a Money Fund. Although the Money Funds seek to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in a Money Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Money Fund's sponsor has no legal obligation to provide financial support to the Money Fund, and you should not expect that the sponsor will provide financial support to the Money Fund at any time.

**Merrill Lynch is not a bank and is separate from its FDIC-insured affiliates, which include Bank of America California, N.A., Bank of America N.A. ("Merrill Lynch Affiliated Banks"), or other depository institutions. Except where indicated, securities 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 fluctuate in value.** Merrill Lynch is solely responsible for its own contractual obligations and commitments. As a central asset account, the RCMA is an investment and money management vehicle. The checking feature of the RCMA Service is intended to provide Customers with easy access to the assets in their RCMA's. However, the Account is not a bank account.

The "Cash Management Account" program and the Retirement Cash Management Account are proprietary to Merrill Lynch.

#### 13. SUPPLEMENTAL INFORMATION CONCERNING THE RCMA CHECK ACCOUNT

If RCMA Checks are lost or stolen, clients should report the loss or other actual or possible unauthorized use of the RCMA immediately by calling 800.262.LOST (800.262.5678), which can be reached 24 hours a day, seven days a week [from outside the United States, Customers should call the following number in the United States collect at any time: 609.818.8000].

#### 14. Online Access

All RCMA Customers may elect to enroll in the [MyMerrill.com](https://www.mymerrill.com)® service or [merrilledge.com](https://www.merrilledge.com) as applicable. This internet-based service provides 24-hour access to account information, Merrill Lynch research and investment information, market data, news and email via the Customer's personal computer. A User ID and password are required to access the [MyMerrill.com](https://www.mymerrill.com)® service or [merrilledge.com](https://www.merrilledge.com). To ensure the security of the Customer's account data, Merrill Lynch will forward a User ID and password once the Customer enrolls in the [MyMerrill.com](https://www.mymerrill.com)® service. Merrill Edge Self-Directed clients will receive a User ID and password in separate mailings after account opening. It is important to safeguard this information.

## **II(A). RCMA Fee Disclosure**

### **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED ERISA 408(B)(2) FEE DISCLOSURE FOR RCMA INVESTMENT ONLY ACCOUNTS**

We understand from you that your organization sponsors or maintains (or will sponsor or maintain) a retirement plan (the “Plan”) that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). You have expressed an interest in retaining Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S” or “Merrill Lynch”) to provide certain services to your Plan pursuant to an RCMA Agreement, Program Description and related documents (collectively, the “Written Services Agreement”) for a retirement securities brokerage account.

Under ERISA, a plan’s sponsor or other responsible fiduciary has a fiduciary duty to prudently select and monitor those hired to provide services to the plan, and their related fees and compensation, to ensure, among other things, that the compensation received by the service provider is reasonable in light of the services provided. This Fee Disclosure Notice (“Notice”) is designed to assist you in meeting that fiduciary responsibility.

The information described in this Notice, including but not limited to the statements under the “Description of Services” section below, is intended to cover the information required under final U.S. Department of Labor Regulations promulgated under Section 408(b)(2) of ERISA and codified at 29 C.F.R. Section 2550.408b-2. It is not intended to replace or modify the Written Services Agreement. It does not constitute another agreement for services, create or modify any contractual relationship or provide any type of guarantee with respect to the pricing of any services. Any additional or different services for the Plan to be provided by MLPF&S will be determined only in consultation with you, and at your direction, pursuant to a Written Services Agreement or other written agreement. Moreover, the terms of the Written Services Agreement or other written agreement as may be amended from time to time will prevail should there be any discrepancy between the terms of that Agreement and this Notice.

This Notice should be read in conjunction with certain other fee disclosures you may receive from our affiliates or other third parties not affiliated with us that may provide services to your Plan. It is being provided to you in accordance with your representations to us that you are the appropriate Plan fiduciary to receive this disclosure in compliance with the Department of Labor regulations referenced above. In general, under these regulations the “responsible plan fiduciary” of an ERISA plan must be provided with “covered service provider” fee information for certain “covered services” (as those terms are defined in these rules). A “responsible plan fiduciary” for this purpose generally means an ERISA plan fiduciary with authority to cause the plan to enter into, or extend or renew, a services agreement. If you are not the responsible plan fiduciary for the Plan for purposes of these regulations, or if you have any questions or would like additional information regarding any of the items described in this Notice, please contact your financial advisor.

#### **DESCRIPTION OF SERVICES**

As reflected in the Written Services Agreement, the services to be provided to your Plan (the “Services”) generally may be divided into three component parts: (1) establishment and maintenance of a securities brokerage account (the “Securities Brokerage Account”); (2) access to no-load “sweep” money market mutual funds for the investment of available credit balances pending reinvestment or distribution and (3) a checking account (the “RCMA Check Account”).

In general, the Securities Brokerage Account may be used to purchase, sell and hold securities and other investments available from or through Merrill Lynch and includes certain recordkeeping, custodial and reporting services, such as accounting for all trading, clearing and settlement activity and the holding of all Plan securities in an SEC-approved control location. Monthly transaction statements detailing all Securities Brokerage Account transactions during the preceding month also are provided. Please refer to the Written Services Agreement for a further description of services. Please note that in accordance with the Written Services Agreement, participants with a Securities Brokerage Account(s) hold or sell securities in such accounts and are not permitted to make securities purchases. Any cash contributions and proceeds of any sale transaction will be held in the applicable Sweep until the participant enrolls in an investment advisory program or establishes a Merrill Edge Self-Directed account to hold the assets.

#### **FIDUCIARY STATUS**

Merrill Lynch acknowledges that, effective February 1, 2022, it is acting as a fiduciary under Title I of ERISA or Section 4795 of the Internal Revenue Code, as applicable in its capacity as a broker-dealer when it provides investment advice and makes recommendations to a Customer or a participant regarding securities or investment strategies in a Securities Brokerage Account.

#### **FEES**

Set forth below is a summary of certain compensation payments that may be received or paid pursuant to your Written Services Agreement relating to a Securities Brokerage Account. Certain fees are subject to change upon advance notification.

#### **DIRECT COMPENSATION PAYABLE FROM THE PLAN**

Pursuant to the Written Services Agreement, fees charged for certain Services provided in the Securities Brokerage Account will be debited directly from these Plan accounts, including brokerage commissions for effecting securities transactions at the rates as in



effect from time to time for Merrill Lynch brokerage accounts. In addition, your Plan accounts may be directly charged fees for the following services, as applicable, at the rates currently in effect as listed below:

**Annual RCMA Account Fees**

RCMA Account.....	\$0
RCMA Master Account.....	\$0
RCMA SubAccount.....	\$0
RCMA II Account.....	\$0

**The following fees are applied to RCMA Accounts:**

Check Stop Payment.....	\$25
Wire Transfer.....	\$30
Delivery of Non-Government Security.....	\$25
Voluntary Exchanges.....	\$30
Account Transfer.....	\$95

**BROKERAGE COMMISSIONS FOR SECURITIES TRANSACTIONS**

Brokerage commissions for effecting securities transactions permitted under your Written Services Agreement are charged on a transaction by transaction basis at the rates as in effect from time to time. In a transaction based brokerage account, transaction based fees are paid in the form of: (i) a commission on purchases and/or sales of stocks or other securities; (ii) a mark-up or mark-down charge which is included in the purchase or sales price of a fixed income security (e.g., the amount of the mark-up/mark-down charge is difference in price between the market price and the price charged to you); and (iii) a fee for certain kinds of reports or other services detailed in your Written Services Agreement.

Other transaction based fees are in effect from time to time for the services provided pursuant to your Written Services Agreement. On most transactions there is a processing fee (shown on the confirmation) to help cover costs associated with trades and statement processing. We may also charge a fee for special services, such as providing duplicate notices or copies of records. The exact commission charged on a purchase or sale of an equity or listed option security and other associated fees are provided on confirmations for the special trade which are provided to you promptly after the trade is entered or are available from your financial advisor.

The brokerage commissions and charges associated with the execution of a securities transaction are determined by reference to various pricing arrangements and methodologies as in effect from time to time. In general, commission rates and the markup/markdown fee vary based on a number of factors, such as the type of securities and the number of shares purchased/sold and the price of the security (in the case of equities and listed options). Moreover, the amount charged for any investment transaction will be affected by factors such as account size, account type, portfolio composition and the amount of trading activity conducted by the account holder. In certain transactions, minimum commission charges may apply. Financial advisors also have the flexibility to evaluate pricing and any discount given the overall relationship, service delivered and other factors. As a result, your Plan account may pay different transaction-based fees than other clients based on all of these factors as applied to any particular transaction, but in no event would you pay more than the maximum amount shown in the commission ranges set forth below.

**Equity Commissions:** Equity commissions are based on a percentage of the principal value of the trade:

PRINCIPAL VALUE (PV)	
PV tier	Commission (% of PV)
First \$1,500	5.00%
+ Next \$3,500	2.25%
+ Next \$15,000	1.75%
+ Next \$30,000	1.50%
+ Next \$50,000	1.00%
+ Next \$400,000	0.75%
+ PV > \$500,000	0.50%

**Listed Options:** Listed option commissions are a function of the number of option contracts transacted and the premium associated with the option. In general, standard rates for transaction based fees for listed option transactions range from 300-600 basis points as a percentage of the premium. Unlike equity commissions, the commissions are based on the dollar value of the option premium and not the notional amount of the underlying security.

Hypothetical Cost per Contract	# of Contracts	Notional Amount of Trade	Maximum Commission	Commission as % of Notional Amount
\$2.65	10	\$2,650	\$152.00	5.75%
\$2.65	20	\$5,300	\$266.00	5.02%

**Note:** The cost of Listed Option Contracts may vary. The cost used in the above example is reflective of an average cost.

**Fixed Income Securities:** The mark-up or mark-down amount compensates the firm and the advisor for the transaction execution. Sales of fixed income securities may occur in the over-the-counter markets and Merrill may act in a principal capacity (for its own account) in executing that order. A mark-up/mark-down is based on the principal value of the trade. The amount will vary based on the following criteria:

- **Product type** — Corporate bonds have higher mark-ups/mark-downs than government products
- **Maturity of the instrument** — Shorter maturities have lower mark-ups/mark-downs; longer maturities have higher mark-ups/mark-downs
- **Purchase vs. sale** — Purchases have higher mark-ups than mark-downs for sales due to the buy and hold nature of fixed income securities.

The tables below display general ranges of mark-ups/mark downs for different bond types and maturities. Certain fixed income security features such as call dates may result in lower mark-ups/mark-downs than shown in the tables. Additional maturity breakpoints will have different maximum mark-ups/mark-downs. For products priced on a discount basis, including treasury bills, agency discount notes and commercial paper, the mark-up can be up to 0.20% and there is no mark-down. Mortgage-backed securities are subject to the same mark-ups as Corporate bonds and assessed on the security's average life. Preferred securities are generally traded on stock exchanges where equity commissions will apply. When Preferred securities are traded in the over-the-counter markets, they are subject to the maximum rates for fixed income securities noted below. In certain transactions, mark-ups/mark-downs may be disclosed on client confirmation statements as a total dollar amount and as a percentage of the prevailing market price. In the rare case where a trade is executed as agent, mark-ups/mark-downs are not charged but commissions may be charged and will be disclosed on client confirmation statements. Commissions are subject to the same maximums as noted in the below tables.

The below table displays general ranges of the "mark-up" that will be added to the security price, which may be discounted.

	Up to 1-year maturity	1-year to 5-year maturity	5-year to 10-year maturity	Greater than 10-year maturity
Treasury securities	0.0 – 0.185%	0.185% – 0.685%	0.685% – 1.28%	1.28% – 1.50%
Government agencies	0.0 – 0.185%	0.185% – 0.685%	0.685% – 1.28%	1.28% – 1.78%
Brokered CDs	0.0 – 0.375%	0.375% – 1.25%	1.25% – 2.00%	2.00%
Corporate bonds	0.1% – 0.375%	0.375% – 1.25%	1.25% – 2.00%	2.00%
Municipal securities	\$0 – 0.10%	\$0.25 – 1.25%	\$0.25 – 2.00%	\$0.25 – 2.00%
OTC preferred securities	0.0 - 1.00% (for all maturities)			
Market-linked investments	0.50% - 2.00% (for all maturities)			

The below table displays general ranges of the “mark-down” that will be subtracted from the security price, which may be discounted.

Treasury securities	0.00% – 0.25%
Government agencies	0.00% – 0.25%
Brokered CDs	0.00%
Corporate bonds	0.00% – 0.50%
Municipal securities	0.00% – 0.375%
OTC preferred securities	1.00%
Market-linked investments	0.00%

It is important to note that the examples shown above are provided for informational purposes only and do not represent a specific result for your Plan. Individual circumstances will determine the mark-up/mark-down or commission that is paid with respect to any specific transaction, and you should refer to your confirmation statements and consult with your financial advisor if you have any questions or would like additional information.

#### INDIRECT COMPENSATION PAYABLE FROM OTHER SOURCES

##### Mutual Fund and Money Market Mutual Fund Related Payments

MLPF&S has entered into agreements with various mutual fund and money market mutual fund families and/or their service providers to be paid a negotiated amount with respect to sales and/or servicing these funds and our customers, including retirement plan customers, that invest in these funds. The type, amount and source of payment of these fees varies depending upon the fund, the services being provided by MLPF&S and the share class in which retirement plan (“Plan”) participants are invested, as generally described below:

- **Sub-Accounting Fees:** In general, MLPF&S receives fees from mutual funds and money market mutual funds or their service providers for services that may include, among other things, maintaining omnibus accounts through which customers invest in the fund, recording changes of ownership, maintaining beneficial ownership records, aggregating and processing purchase and redemption orders, and processing and distributing dividends. For retirement plans, these services may be provided both on the plan and participant level (as may be described in the prospectus and/or statement of additional information for the fund). The amount of these fees is deducted directly from the plan’s investment in the fund and/or paid by the fund’s service providers (as may be described in the prospectus and statement of additional information for the fund).
- **Administrative Service and (Non 12b-1) Shareholder Servicing Fees:** In general, MLPF&S receives fees from mutual funds, money market mutual funds or their service providers for services that may include, among other things, assisting in the establishment and maintenance of customer accounts, providing explanations and answering inquiries regarding the funds and customer accounts, capturing and processing tax data, forwarding shareholder communications, providing account statements to customers, including plans and participants in such plans, and maintaining investment and withdrawal plans offered by the funds. The amount of these fees is deducted directly from the plan’s investment in the fund and/or paid by the fund’s service providers (as described in the prospectus and statement of additional information for the fund).
- **12b-1 Fees:** In general, 12b-1 fees are paid to MLPF&S for distribution-related services and/or investor servicing provided by MLPF&S. These fees may be paid to MLPF&S by a fund to cover expenses associated with, for example, responding to investor inquiries and providing investors with information about investments. In addition, these fees may be paid to MLPF&S by a fund for distribution services, such as marketing and selling fund shares, and paying for advertising, the printing and mailing of prospectuses to new investors, and the printing and mailing of sales literature. The amount of 12b-1 fees is deducted directly from the plan’s investment in the fund (as described in the prospectus and statement of additional information for the fund).

Typically, fee rates for the mutual fund services described above are negotiated and conducted by MLPF&S on an “omnibus basis” (that is, by consolidating all of our clients’ daily trades with a fund into one trade and by setting up one master account with the fund’s transfer agent) and are payable at the annual rates of either a “per position” charge (i.e., a per fund, per participant dollar amount) or a specific percentage (basis points) of the value of the assets in relevant client accounts, as follows:

Share Class Categories	Sub-Accounting Fees	Administrative Service and (Non 12b-1) Shareholder Servicing Fees	12b-1 Fees	Most Typical Total Fees to Merrill Lynch
Class I shares* (or substantially equivalent Share Class)	\$10 – \$16/position or 5 – 26 basis points	5 – 50 basis points	10 – 50 basis points	\$16/position or 10 basis points
Class A shares (or substantially equivalent Share Class)	\$16/position or 5 – 20 basis points	10 – 45 basis points	10 – 75 basis points	\$16/position and 45 basis points
Class R shares (or substantially equivalent Share Class)	\$16/position or 5 – 25 basis points	5 – 30 basis points	25 – 75 basis points	\$16/position and 60 basis points
Class C shares (or substantially equivalent Share Class)	\$16/position or 10 – 25 basis points	5 – 45 basis points	25 – 100 basis points	\$16/position and 120 basis points

\*Also known as “Institutional” Class shares.

While the fees outlined above present the range of our negotiated mutual fund rates for services, as noted above, fees vary among mutual funds and by share class and client. Accordingly, it is important to note that the “most typical” total fees shown above are for purposes of illustration only and the fees earned by MLPF&S may differ. In addition, and as also noted above, the source of these payments also may vary by mutual fund. For example, some mutual funds are permitted to pay the aggregate amount of the fee rates above from any source within the mutual fund complex or from a third-party source outside the fund complex (such as from the fund’s distributor, transfer agent or investment adviser). Certain money market mutual funds have been retained by and pay MLPF&S fees up to 50 basis points for Sub-Accounting, Administration Service and (Non 12b-1) Shareholder Servicing, and in consideration of the provision of the infrastructure, market support and/or other services. Each money market mutual funds’ operating costs include its allocable share of the fees and expenses of such outside service providers. The fund’s prospectus and/or statement of additional information contain additional information on the fees payable to, and services performed by, financial intermediaries (such as MLPF&S) related to sales and/or the servicing of fund shares and are available from your Financial Advisor.

In addition, you can find more information about the fees and services described above in our brochure, “Mutual Fund Investing at Merrill Lynch,” which is available at [www.ml.com/funds](http://www.ml.com/funds).

### ISA Program

Merrill Lynch receives a fee directly from each depository institution of no more than 2% annually of the daily deposit balance held by the depository institution in MMDAs established at the depository institution through the ISA Program. The amount of the fee varies from time to time and from depository institution to depository institution, and Merrill Lynch may waive all or part of this fee. For more information, please refer to the ISA Program documentation available from your financial advisor.

### Float Income

In general, under ERISA a service provider may retain the benefit of the use of any funds on hand which is incidental to the normal operation of the plan, and which constitute earnings on funds that are (i) awaiting investment or (ii) transferred to a disbursement account for distribution from the plan. The Department of Labor has issued guidance that requires financial institutions to make specific disclosures to employee benefit plans such as your Plan regarding the circumstances under which the institution has use of, or may derive benefit from, un-invested cash pending investment or distribution (“float”). We may derive benefit from float in connection with providing Services to your Plan under certain circumstances, as described in the Written Services Agreement and other notices that may be provided to you from time to time. In general, the amount of float earned is equivalent to the effective Federal Funds rate on the date earned. Please contact your financial advisor for additional information.

### Payments from Third-Party Firms for Events and Meetings

We and our affiliates have business relationships with third-party investment managers, fund managers, product distributors and sponsors, insurance companies and other third-party product providers (“Third-Party Firms”). Certain Third-Party Firms periodically participate in Merrill-hosted or affiliate-hosted internal training and education conferences for financial advisors and other personnel as well as in conferences that Merrill or an affiliate host for clients (each, a “Training Event”). Certain Third-Party Firms periodically host or participate in educational meetings for certain financial advisors and other Merrill employees (“Educational Meetings”) where they provide information on investment products and services and the opportunity to interact with their investment and sales personnel.

Subject to internal policies, Third-Party Firms electing to participate in a particular Training Event will generally reimburse us on an equitable basis for the eligible costs of the particular Training Event for which they act as sponsor. For the Educational Meetings held, the hosting Third-Party Firm pays for all eligible costs associated with such meetings, including the cost of travel, accommodation and continuing education fees for the attending financial advisors and certain of Merrill employees, subject to Merrill policies and guidelines. There is no requirement that Third-Party Firms reimburse Merrill for, or pay the costs of, such events in order for their investment products to be made available on the Merrill platform. Neither we nor our affiliates incentivize our financial advisors to recommend the products or services of a Third-Party Firm that makes such contributions over those that do not. Third-Party Firms are not permitted to condition their payment on any amount of sales of their products or services. Third-Party Firm reimbursements and/or payments for costs of meetings and events must align to Merrill internal policies and policy limits and are subject to Merrill supervision and oversight that is reasonably designed to review the nature of the business interactions and level of expense reimbursement from affecting the nature of the advice we provide. The aggregate amount of the cost of these meetings and events cannot be reasonably allocated to any particular Plan client.

#### **Gifts, Meals & Entertainment and other Non-Monetary Compensation**

We have policies and procedures that limit Third-Party Firms from providing or paying for, and our financial advisors and other employees from receiving, gifts, meals and entertainment other than as permitted by and subject to the limits established under Merrill internal policies. Nominal gifts including items of a promotional nature (i.e., logo items, like golf balls, hats) are permitted. A Third-Party Firm may pay the costs of a business meal for a financial advisor and other employees subject to our policy requirements and restrictions. While our policies permit attending entertainment events, (i.e., sporting events and golf outings) organized by a Third-Party Firm, the financial advisor and other employees must pay for the costs of such events themselves. Representatives of Third-Party Firms will, from time to time, meet and work with financial advisors and other of our representatives to provide information and support regarding their respective investment products and services. The Third-Party Firms are not permitted to condition their office visits, business meals or promotional gift on any amount of sales of their investment products and services. Merrill does not incentivize its financial advisors to recommend or select one investment product or service provider over another. Merrill will report gifts received by it or its employees to the extent such amounts exceed the U.S. Department of Labor ("DOL") de minimis thresholds for any plan. The determination of whether the gifts that we receive exceed the de minimis threshold is made by Merrill after examining the gifts recorded each year and the value of the recorded gifts as may be attributable to a qualified retirement plan client under the DOL rules.

#### **COMPENSATION PAID AMONG MERRILL LYNCH, ITS AFFILIATES AND SUBCONTRACTORS**

Merrill Lynch receives compensation from each Merrill Lynch Affiliated Bank of up to \$100 per year for each securities account that has elected to have free credit balances swept through the Merrill Lynch Bank Deposit Program (MLBD Program). The amount of this compensation is subject to change from time to time, and Merrill Lynch may waive all or any part of these payments. These payments to Merrill Lynch do not result in any additional charges to your RCMA and are not payable from your account. Otherwise, Merrill Lynch will not receive or pay any related party compensation pursuant to your Written Services Agreement.

#### **COMPENSATION FOR TERMINATION OF CONTRACT**

A fee of \$95 is imposed on the closing and transfer of any RCMA Investment Only account pursuant to the Written Services Agreement. As noted above, this fee is deducted directly from the account.

#### **COMPENSATION RECEIVED FOR SECURITIES BROKERAGE ACCOUNT RECORDKEEPING SERVICES**

As noted above, Merrill Lynch will act as a broker and custodian with respect to the Securities Brokerage Account, but we are not the recordkeeper for your Plan. Certain recordkeeping services, however, are necessarily provided to the account in connection with these brokerage and custodial services. These recordkeeping services generally entail accounting for the investments effected through, and held under, the account (i.e., systematic recording, reporting, and analysis of financial transactions of the account). As such, these accounting practices are intrinsic to the Services provided to the account and are without a market value that can be reasonably separated from the custodial and brokerage services that would be provided to your Plan under the Written Services Agreement.

Recordkeeping statements, participant statements, tax reporting statements, IRS Form 5500 filings, and other plan administrative services are not furnished by Merrill Lynch, and you are responsible for making the necessary arrangements with a service provider for these obligations.

#### **MANNER OF RECEIPT OF COMPENSATION**

All transaction fees will be debited directly from the Securities Brokerage Account at the time of the transaction. Annual account fees will be deducted on the anniversary date of the Securities Brokerage Account. Indirect compensation as described above is received from third parties (i.e. the fund families or their service providers).



**DESIGNATED INVESTMENT ALTERNATIVE INFORMATION**

Investment options under the Written Services Agreement are offered through a brokerage window. This means that the Plan sponsor or other fiduciary does not designate any of the investment alternatives available to the individual accounts of Plan participants. Instead, participants may self-direct their Plan investments from the entire menu of options offered by Merrill Lynch. You may have designated investment alternatives with or through other service providers, who should provide you with additional information on your designated investment alternatives, if any.

**DESCRIPTION OF OTHER SERVICES**

Your financial advisor may from time to time also provide you with additional services that are not within the scope of services to be provided pursuant to the Written Services Agreement, such as certain informational services regarding fund performance and other plan investment matters.

**MERRILL LYNCH INVESTMENT ADVISORY PROGRAMS**

Your Plan may offer one or more Merrill Lynch investment advisory programs to Plan participants, including the Merrill Lynch Investment Advisory Program, (each a “Program”). If so, the services being provided for each Program are subject to a separate agreement, fee schedule, Program brochure, and ERISA Section 408(b)(2) Disclosure Document (which has been provided directly to you with respect to each Program, if applicable). Please refer to the Program agreement, ADV brochure and agreements and related documents for additional information regarding the advisory services and fees related to the Programs.

**PLAN SPONSOR FIDUCIARY ACKNOWLEDGEMENT AND WARRANTY**

It is important to note that by executing an application form to establish an RCMA Account, the signatory thereby acknowledges and warrants to Merrill Lynch that (i) a copy of the Written Services Agreement and all related materials as described in that Agreement has been received and reviewed by you, along with any other additional information (including, without limitation, fee information) that you as the responsible plan fiduciary believes necessary or appropriate in authorizing the transactions contemplated under the Written Services Agreement; (ii) that you are, or are duly acting on behalf of, a Plan “named fiduciary” as defined in Section 402(a)(2) of ERISA (the “Plan Fiduciary”) with the authority to cause the Plan to enter into this Agreement and that the Plan Fiduciary (1) is responsible for the decision to authorize the investments contemplated hereunder and is qualified to make such decision, (2) is not relying upon any information or recommendations by Merrill Lynch or any of its affiliates with respect to the Plan Fiduciary’s decision to make the investment contemplated under this Agreement, (3) has had sufficient time to consider, and has considered, all factors considered relevant with respect to entering into the Written Services Agreement on behalf of the Plan, and (4) has determined that, in view of all such considerations, the arrangement is prudent and otherwise consistent with the Plan Fiduciary’s obligations under the fiduciary responsibility provisions under ERISA and is otherwise consistent in all respects with applicable law.

## **II(B). Merrill Edge Self-Directed RCMA Fee Disclosure**

### **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED ERISA 408(B)(2) FEE DISCLOSURE FOR RCMA INVESTMENT ONLY ACCOUNTS HELD WITH MERRILL EDGE SELF-DIRECTED INVESTING**

The information described in this document **ONLY** refers to RCMA accounts held with Merrill Edge Self-Directed Investing.

We understand from you that your organization sponsors or maintains (or will sponsor or maintain) a retirement plan (the “Plan”) that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). You have expressed an interest in retaining Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S” or “Merrill Lynch”) to provide certain services to your Plan pursuant to an RCMA Agreement, Program Description and related documents (collectively, the “Written Services Agreement”) for a retirement securities brokerage account.

Under ERISA, a plan’s sponsor or other responsible fiduciary has a fiduciary duty to prudently select and monitor those hired to provide services to the plan, and their related fees and compensation, to ensure, among other things, that the compensation received by the service provider is reasonable in light of the services provided. This Fee Disclosure Notice (“Notice”) is designed to assist you in meeting that fiduciary responsibility.

The information described in this Notice, including but not limited to the statements under the “Description of Services” section below, is intended to cover the information required under final U.S. Department of Labor Regulations promulgated under Section 408(b)(2) of ERISA and codified at 29 C.F.R. Section 2550.408b-2. It is not intended to replace or modify the Written Services Agreement. It does not constitute another agreement for services, create or modify any contractual relationship or provide any type of guarantee with respect to the pricing of any services. Any additional or different services for the Plan to be provided by MLPF&S will be determined only in consultation with you, and at your direction, pursuant to a Written Services Agreement or other written agreement. Moreover, the terms of the Written Services Agreement or other written agreement as may be amended from time to time will prevail should there be any discrepancy between the terms of that Agreement and this Notice.

This Notice should be read in conjunction with certain other fee disclosures you may receive from our affiliates or other third parties not affiliated with us that may provide services to your Plan. It is being provided to you in accordance with your representations to us that you are the appropriate Plan fiduciary to receive this disclosure in compliance with the Department of Labor regulations referenced above. In general, under these regulations the “responsible plan fiduciary” of an ERISA plan must be provided with “covered service provider” fee information for certain “covered services” (as those terms are defined in these rules). A “responsible plan fiduciary” for this purpose generally means an ERISA plan fiduciary with authority to cause the plan to enter into, or extend or renew, a services agreement. If you are not the responsible plan fiduciary for the Plan for purposes of these regulations, or if you have any questions or would like additional information regarding any of the items described in this Notice, please contact Merrill Edge Self-Directed at 877.653.4732.

#### **DESCRIPTION OF SERVICES**

As reflected in the Written Services Agreement, the services to be provided to your Plan (the “Services”) generally may be divided into three component parts: (1) establishment and maintenance of a securities brokerage account with Merrill Edge Self-Directed Investing (the “MESD Securities Brokerage Account”); (2) access to no-load “sweep” money market mutual funds for the investment of available credit balances pending reinvestment or distribution and (3) a checking account (the “RCMA Check Account”).

In general, the MESD Securities Brokerage Account may be used to purchase, sell and hold securities and other investments available from or through Merrill Lynch and includes certain recordkeeping, custodial and reporting services, such as accounting for all trading, clearing and settlement activity and the holding of all Plan securities in an SEC-approved control location. Monthly transaction statements detailing all MESD Securities Brokerage Account transactions during the preceding month also are provided. Please refer to the Written Services Agreement for a further description of services.

#### **FIDUCIARY STATUS**

Merrill Lynch will not provide fiduciary services to the Plan pursuant to the Written Services Agreement and does not provide any recommendations or investment advice to a Plan participant with an MESD Securities Brokerage Account.

#### **FEES**

Set forth below is a summary of certain compensation payments that may be received or paid pursuant to your Written Services Agreement relating to a MESD Securities Brokerage Account. Certain fees are subject to change upon advance notification.

**DIRECT COMPENSATION PAYABLE FROM THE PLAN**

Fees charged for certain Services provided as part of the MESD Securities Brokerage Account will be debited directly from these Plan accounts, including brokerage commissions for effecting securities transactions at the rates as in effect from time to time. In addition, your Plan accounts may be directly charged fees for the following services, as applicable, at the rates currently in effect as listed below:

**Annual RCMA Account Fees**

RCMA Account..... \$0

RCMA II Account..... \$0

**The following fees are applied to RCMA Accounts:**

Check Stop Payment..... \$25

Wire Transfer ..... \$24.95

Delivery of Non-Government Security..... \$25

Voluntary Exchanges..... \$30

Account Transfer ..... \$49.95

**BROKERAGE COMMISSIONS FOR SECURITIES TRANSACTIONS**

Brokerage commissions for effecting securities transactions in a MESD Securities Brokerage Account are charged on a transaction by transaction basis at the rates as in effect from time to time. In a transaction based brokerage account such as the MESD Securities Brokerage Account, transaction based fees are paid in the form of: (i) a commission on purchases and/or sales of stocks or other securities; (ii) a mark-up or mark-down charge which is included in the purchase or sales price of a fixed income security (e.g., the amount of the mark-up/mark-down charge is difference in price between the market price and the price charged to you); and (iii) a fee for certain kinds of reports or other services.

Other transaction based fees are in effect from time to time. On most transactions there is a processing fee (shown on the confirmation) to help cover costs associated with trades and statement processing. We may also charge a fee for special services, such as providing duplicate notices or copies of records. The exact commission charged on a purchase or sale of an equity or listed option security and other associated fees are provided on confirmations for the special trade which are provided to you promptly after the trade is entered or are available from Merrill Edge at 877.653.4732 or [merrilledge.com](http://merrilledge.com).

The brokerage commissions and charges associated with the execution of a securities transaction are determined by reference to various pricing arrangements and methodologies as in effect from time to time. In general, commission rates and the markup/markdown fee vary based on a number of factors, such as the type of securities and the number of shares purchased/sold, and in some instances the price of the security (in the case of equities and listed options).

**Equity Commissions:** Equity commissions are \$0.00 for stock and ETF trades placed via the [merrilledge.com](http://merrilledge.com) website. Equity commissions are \$29.95 for stock and ETF trades placed via a Merrill Edge Self-Directed representative over the telephone. Sales are subject to a transaction fee of between \$0.01 and \$0.03 per \$1,000 of principal. There are costs associated with owning ETFs. The following are examples of commission rates applicable on various hypothetical purchases:

Method of Order Entry	Commission
Online via <a href="http://merrilledge.com">merrilledge.com</a>	\$0.00
Representative-assisted	\$29.95

**Listed Options:** Listed option commissions are \$0.00 per trade plus \$0.65 per contract when placed online via [merrilledge.com](http://merrilledge.com). Listed option commissions are \$29.95 per trade plus \$0.65 per contract when placed via a Merrill Edge Self-Directed representative over the telephone. Multi-leg option orders are charged one base per-trade commission per order (\$0.00 for trades placed online and \$29.95 for trades placed via a Merrill Edge Self-Directed representative), plus the per-contract charge of \$0.65 per contract. Exercised/Assigned options are \$0.00 per trade. In addition to your options commission, sell orders may be subject to a transaction fee (of between \$0.01 to \$0.03 per \$1,000 of principal). If applicable, this fee appears under "Transaction Fee" on a Trade Confirmation.

Method of Order Entry	Commission
Online via <a href="http://merrilledge.com">merrilledge.com</a>	\$0.00 per trade + \$0.65 per contract
Representative-assisted	\$29.95 per trade + \$0.65 per contract
Exercised/Assigned	\$0.00 per trade

**Fixed Income Securities:** The following table provides examples of markup or markdown rates applicable on various hypothetical purchases based on method of order entry and security type.

Type(s)	Online Trades	Representative Assisted Trades
New issues <sup>1</sup> , including Brokered CDs	\$0 <sup>2</sup>	\$0 <sup>2</sup>
Treasuries, including Auction <sup>3</sup> and Secondary	\$0	\$29.95 per trade service charge
Secondary Trades of: Corporate Bonds, Municipal Bonds <sup>4</sup> , and Government Agencies	\$1 per bond (\$10 min, \$250 max)	\$1 per bond (\$10 min, \$250 max) + \$29.95 per trade service charge

<sup>1</sup> Agency, Corporate, and Municipal new issue trades are not available online at this time.

<sup>2</sup> The selling commission is included in the offering price.

<sup>3</sup> Treasury auction trades are not available online at this time.

<sup>4</sup> Municipal pricing could include additional mark-up or mark-down if Merrill Lynch or its affiliate is acting as the market maker on the trade.

## INDIRECT COMPENSATION PAYABLE FROM OTHER SOURCES

### Mutual Fund and Money Market Mutual Fund Related Payments

MLPF&S has entered into agreements with various mutual fund and money market mutual fund families and/or their service providers to be paid a negotiated amount with respect to sales and/or servicing these funds and our customers, including retirement plan customers, that invest in these funds. The type, amount and source of payment of these fees varies depending upon the fund, the services being provided by MLPF&S and the share class in which retirement plan ("Plan") participants are invested, as generally described below:

- **Sub-Accounting Fees:** In general, MLPF&S receives fees from mutual funds and money market mutual funds or their service providers for services that may include, among other things, maintaining omnibus accounts through which customers invest in the fund, recording changes of ownership, maintaining beneficial ownership records, aggregating and processing purchase and redemption orders, and processing and distributing dividends. For retirement plans, these services may be provided both on the plan and participant level (as may be described in the prospectus and/or statement of additional information for the fund). The amount of these fees is deducted directly from the plan's investment in the fund and/or paid by the fund's service providers (as may be described in the prospectus and statement of additional information for the fund).
- **Administrative Service and (Non 12b-1) Shareholder Servicing Fees:** In general, MLPF&S receives fees from mutual funds, money market mutual funds or their service providers for services that may include, among other things, assisting in the establishment and maintenance of customer accounts, providing explanations and answering inquiries regarding the funds and customer accounts, capturing and processing tax data, forwarding shareholder communications, providing account statements to customers, including plans and participants in such plans, and maintaining investment and withdrawal plans offered by the funds. The amount of these fees is deducted directly from the plan's investment in the fund and/or paid by the fund's service providers (as described in the prospectus and statement of additional information for the fund).
- **12b-1 Fees:** In general, 12b-1 fees are paid to MLPF&S for distribution-related services and/or investor servicing provided by MLPF&S. These fees may be paid to MLPF&S by a fund to cover expenses associated with, for example, responding to investor inquiries and providing investors with information about investments. In addition, these fees may be paid to MLPF&S by a fund for distribution services, such as marketing and selling fund shares, and paying for advertising, the printing and mailing of prospectuses to new investors, and the printing and mailing of sales literature. The amount of 12b-1 fees is deducted directly from the plan's investment in the fund (as described in the prospectus and statement of additional information for the fund).

Typically, fee rates for the mutual fund services described above are negotiated and conducted by MLPF&S on an "omnibus basis" (that is, by consolidating all of our clients' daily trades with a fund into one trade and by setting up one master account with the fund's transfer agent) and are payable at the annual rates of either a "per position" charge (i.e., a per fund, per participant dollar amount) or a specific percentage (basis points) of the value of the assets in relevant client accounts, as follows:

Share Class Categories	Sub-Accounting Fees	Administrative Service and (Non 12b-1) Shareholder Servicing Fees	12b-1 Fees	Most Typical Total Fees to Merrill Lynch
Class I shares* (or substantially equivalent Share Class)	\$10 – \$16/position or 5 – 26 basis points	5 – 50 basis points	10 – 50 basis points	\$16/position or 10 basis points
Class A shares (or substantially equivalent Share Class)	\$16/position or 5 – 20 basis points	10 – 45 basis points	10 – 75 basis points	\$16/position and 45 basis points
Class R shares (or substantially equivalent Share Class)	\$16/position or 5 – 25 basis points	5 – 30 basis points	25 – 75 basis points	\$16/position and 60 basis points
Class C shares (or substantially equivalent Share Class)	\$16/position or 10 – 25 basis points	5 – 45 basis points	25 – 100 basis points	\$16/position and 120 basis points

\*Also known as "Institutional" Class shares.

While the fees outlined above present the range of our negotiated mutual fund rates for services, as noted above, fees vary among mutual funds and by share class and client. Accordingly, it is important to note that the “most typical” total fees shown above are for purposes of illustration only and the fees earned by MLPF&S may differ. In addition, and as also noted above, the source of these payments also may vary by mutual fund. For example, some mutual funds are permitted to pay the aggregate amount of the fee rates above from any source within the mutual fund complex or from a third-party source outside the fund complex (such as from the fund’s distributor, transfer agent or investment adviser). Certain money market mutual funds have been retained by and pay MLPF&S fees up to 50 basis points for Sub-Accounting, Administration Service and (Non 12b-1) Shareholder Servicing, and in consideration of the provision of the infrastructure, market support and/or other services. Each money market mutual funds’ operating costs include its allocable share of the fees and expenses of such outside service providers. The fund’s prospectus and/or statement of additional information contain additional information on the fees payable to, and services performed by, financial intermediaries (such as MLPF&S) related to sales and/or the servicing of fund shares and are available from your Financial Advisor.

In addition, you can find more information about the fees and services described above in our brochure, “Mutual Fund Investing at Merrill Lynch,” which is available at [www.ml.com/funds](http://www.ml.com/funds).

#### **Float Income**

In general, under ERISA a service provider may retain the benefit of the use of any funds on hand which is incidental to the normal operation of the plan, and which constitute earnings on funds that are (i) awaiting investment or (ii) transferred to a disbursement account for distribution from the plan. The Department of Labor has issued guidance that requires financial institutions to make specific disclosures to employee benefit plans such as your Plan regarding the circumstances under which the institution has use of, or may derive benefit from, un-invested cash pending investment or distribution (“float”). We may derive benefit from float in connection with providing Services to your Plan under certain circumstances, as described in the Written Services Agreement and other notices that may be provided to you from time to time. In general, the amount of float earned is equivalent to the effective Federal Funds rate on the date earned.

#### **Payments from Third-Party Firms for Events and Meetings**

We and our affiliates have business relationships with third-party investment managers, fund managers, product distributors and sponsors, insurance companies and other third-party product providers (“Third-Party Firms”). Certain Third-Party Firms periodically participate in Merrill-hosted or affiliate-hosted internal training and education conferences for financial advisors and other personnel as well as in conferences that Merrill or an affiliate host for clients (each, a “Training Event”). Certain Third-Party Firms periodically host or participate in educational meetings for certain financial advisors and other Merrill employees (“Educational Meetings”) where they provide information on investment products and services and the opportunity to interact with their investment and sales personnel.

Subject to internal policies, Third-Party Firms electing to participate in a particular Training Event will generally reimburse us on an equitable basis for the eligible costs of the particular Training Event for which they act as sponsor. For the Educational Meetings held, the hosting Third-Party Firm pays for all eligible costs associated with such meetings, including the cost of travel, accommodation and continuing education fees for the attending financial advisors and certain of Merrill employees, subject to Merrill policies and guidelines. There is no requirement that Third-Party Firms reimburse Merrill for, or pay the costs of, such events in order for their investment products to be made available on the Merrill platform. Neither we nor our affiliates incentivize our financial advisors to recommend the products or services of a Third-Party Firm that makes such contributions over those that do not. Third-Party Firms are not permitted to condition their payment on any amount of sales of their products or services. Third-Party Firm reimbursements and/or payments for costs of meetings and events must align to Merrill internal policies and policy limits and are subject to Merrill supervision and oversight that is reasonably designed to review the nature of the business interactions and level of expense reimbursement from affecting the nature of the advice we provide. The aggregate amount of the cost of these meetings and events cannot be reasonably allocated to any particular Plan client.

#### **Gifts, Meals & Entertainment and other Non-Monetary Compensation**

We have policies and procedures that limit Third-Party Firms from providing or paying for, and our financial advisors and other employees from receiving, gifts, meals and entertainment other than as permitted by and subject to the limits established under Merrill internal policies. Nominal gifts including items of a promotional nature (i.e., logo items, like golf balls, hats) are permitted. A Third-Party Firm may pay the costs of a business meal for a financial advisor and other employees subject to our policy requirements and restrictions. While our policies permit attending entertainment events, (i.e., sporting events and golf outings) organized by a Third-Party Firm, the financial advisor and other employees must pay for the costs of such events themselves. Representatives of Third-Party Firms will, from time to time, meet and work with financial advisors and other of our representatives to provide information and support regarding their respective investment products and services. The Third-Party Firms are not permitted to condition their office visits, business meals or promotional gift on any amount of sales of their investment products and services. Merrill does not incentivize its financial advisors to recommend or select one investment product or service provider over another. Merrill will report gifts received by it or its employees to the extent such amounts exceed the U.S. Department of Labor (“DOL”) de minimis thresholds for any plan. The determination of whether the gifts that we receive exceed the de minimis threshold is made by Merrill after examining the gifts recorded each year and the value of the recorded gifts as may be attributable to a qualified retirement plan client under the DOL rules.



**COMPENSATION PAID AMONG MERRILL LYNCH, ITS AFFILIATES AND SUBCONTRACTORS**

Merrill Lynch receives compensation from each Merrill Lynch Affiliated Bank of up to \$100 per year for each securities account that has elected to have free credit balances swept through the Merrill Lynch Bank Deposit Program (MLBD Program). The amount of this compensation is subject to change from time to time, and Merrill Lynch may waive all or any part of these payments. These payments to Merrill Lynch do not result in any additional charges to your RCMA and are not payable from your account. Otherwise, Merrill Lynch will not receive or pay any related party compensation pursuant to your Written Services Agreement.

**COMPENSATION FOR TERMINATION OF CONTRACT**

A fee of \$49.95 is imposed on the closing and transfer of any RCMA Investment Only account pursuant to the Written Services Agreement. As noted above, this fee is deducted directly from the account.

**COMPENSATION RECEIVED FOR SECURITIES BROKERAGE ACCOUNT RECORDKEEPING SERVICES**

As noted above, Merrill Lynch will act as a broker and custodian with respect to the MESD Securities Brokerage Account, but we are not the recordkeeper for your Plan. Certain recordkeeping services, however, are necessarily provided to the account in connection with these brokerage and custodial services. These recordkeeping services generally entail accounting for the investments effected through, and held under, the account (i.e., systematic recording, reporting, and analysis of financial transactions of the account). As such, these accounting practices are intrinsic to the Services provided to the account and are without a market value that can be reasonably separated from the custodial and brokerage services that would be provided to your Plan under the Written Services Agreement.

Recordkeeping statements, participant statements, tax reporting statements, IRS Form 5500 filings, and other plan administrative services are not furnished by Merrill Lynch, and you are responsible for making the necessary arrangements with a service provider for these obligations.

**MANNER OF RECEIPT OF COMPENSATION**

All transaction fees will be debited directly from the MESD Securities Brokerage Account at the time of the transaction. Annual account fees will be deducted on the anniversary date of the MESD Securities Brokerage Account. Indirect compensation as described above is received from third parties (i.e. the fund families or their service providers).

**DESIGNATED INVESTMENT ALTERNATIVE INFORMATION**

Investment options under the Written Services Agreement are offered through a brokerage window. This means that the Plan sponsor or other fiduciary does not designate any of the investment alternatives available to the individual accounts of Plan participants. Instead, participants may self-direct their Plan investments from the entire menu of options offered by Merrill Edge Self-Directed. You may have designated investment alternatives with or through other service providers, who should provide you with additional information on your designated investment alternatives, if any.

**DESCRIPTION OF OTHER SERVICES**

Merrill Edge Self-Directed associates may from time to time also provide you with additional services that are not within the scope of services to be provided pursuant to the Written Services Agreement, such as certain informational services regarding fund performance and other plan investment matters.

**MERRILL LYNCH INVESTMENT ADVISORY PROGRAMS**

Your Plan may offer one or more Merrill Lynch investment advisory programs to Plan participants. These Programs are not available to Merrill Edge Self-Directed Investing accounts. These Programs are available to Merrill Lynch Wealth Management accounts and have separate ERISA 408(b)(2) notices as applicable.

**PLAN SPONSOR FIDUCIARY ACKNOWLEDGEMENT AND WARRANTY**

It is important to note that by executing an application form to establish an RCMA Account, the signatory thereby acknowledges and warrants to Merrill Lynch that (i) a copy of the Written Services Agreement and all related materials as described in that Agreement has been received and reviewed by you, along with any other additional information (including, without limitation, fee information) that you as the responsible plan fiduciary believes necessary or appropriate in authorizing the transactions contemplated under the Written Services Agreement; (ii) that you are, or are duly acting on behalf of, a Plan "named fiduciary" as defined in Section 402(a) (2) of ERISA (the "Plan Fiduciary") with the authority to cause the Plan to enter into this Agreement and that the Plan Fiduciary (1) is responsible for the decision to authorize the investments contemplated hereunder and is qualified to make such decision, (2) is not relying upon any information or recommendations by Merrill Lynch or any of its affiliates with respect to the Plan Fiduciary's decision to make the investment contemplated under this Agreement, (3) has had sufficient time to consider, and has considered, all factors considered relevant with respect to entering into the Written Services Agreement on behalf of the Plan, and (4) has determined that, in view of all such considerations, the arrangement is prudent and otherwise consistent with the Plan Fiduciary's obligations under the fiduciary responsibility provisions under ERISA and is otherwise consistent in all respects with applicable law.

## **II(C). Merrill Lynch Bank Deposit Program Disclosure Statement: Employee Benefit Plans**

If you elect the Merrill Lynch Bank Deposit Program (MLBD Program) as the sweep investment for your securities account, Merrill Lynch, as your agent, will establish two deposit accounts on your behalf at Bank of America, N.A. (BANA) and, if applicable, at BA-CA: a money market deposit account ("MMDA"), a type of savings deposit, and a demand deposit account ("DDA"). The MMDA and DDA will be referred to collectively as the "Deposit Accounts." Merrill Lynch is not a bank and FDIC deposit insurance only covers the failure of an FDIC-insured bank. Certain conditions must be satisfied for deposit insurance coverage to apply when bank deposits are opened on your behalf in the name of Merrill Lynch as your agent. Merrill Lynch has in place business requirements and practices that are reasonably designed to satisfy those conditions, which include, but are not limited to, proper account titling and recordkeeping.

Through the MLBD Program, free credit balances in the securities accounts of certain employee benefit plans and, in some cases, participants in such plans ("you," "your" and "yours") are automatically deposited, or "swept," by Merrill Lynch as your agent into deposit accounts at BANA, and if your deposits at BANA through the MLBD Program reach \$246,000, into deposit accounts at Bank of America California, N.A. ("BA-CA"). The deposit accounts of BANA and BA-CA are insured by the Federal Deposit Insurance Corporation ("FDIC") within applicable limits. BANA and BA-CA are referred to collectively as the "Merrill Lynch Affiliated Banks."

### **ELIGIBILITY**

The MLBD Program is available to certain defined benefit and defined contribution plans, and in some cases, participants in those plans. Please contact your financial advisor to see if your account is eligible.

### **IMPORTANT DEPOSIT INSURANCE CONSIDERATIONS**

Funds on deposit in the Merrill Lynch Affiliated Banks are eligible for insurance by the FDIC within applicable limits.

#### **Pass-Through Deposit Insurance for Employee Benefit Plan Deposits**

Subject to the limitations discussed below, under FDIC regulations an employee benefit plan participant's non-contingent interest in deposits of one bank held by most types of employee benefit plans IS eligible for insurance up to \$250,000 on a "pass-through" basis. This means that instead of the deposits of one bank (including all deposits held by you directly with the bank or through an intermediary, such as Merrill Lynch) held by an employee benefit plan being eligible for only \$250,000 of insurance in total, each employee benefit plan participant is eligible for insurance of his or her non-contingent interest in the employee benefit plan up to \$250,000, subject to the aggregation of the participant's interests in deposits of the same bank held in different plans, and, in some cases, deposits at the same bank held through an Individual Retirement Account ("IRA"), as discussed below under "Aggregation of Employee Benefit Plan Deposits." The pass-through insurance provided to an employee benefit plan participant is otherwise separate from the \$250,000 federal deposit insurance limit allowed on deposits held by the individual in other insurable capacities at the same bank (e.g., individual accounts, joint accounts, etc.).

#### **Aggregation of Employee Benefit Plan Deposits**

Under FDIC regulations, an individual's interests in plans maintained by the same employer or employee organization (e.g., a union) that are holding deposits at the same bank will be insured for \$250,000 in the aggregate. In addition, under FDIC regulations, an individual's interests in deposits at one bank held by (i) IRAs, (ii) deferred compensation plans for certain employees of state or local governments or tax-exempt organizations (i.e., Section 457 Plans), (iii) self-directed "Keogh Plans" of owner-employees described in Section 401(d) of the Internal Revenue Code of 1986 (the "Code"), and (iv) participant-directed defined contribution plans, will be insured up to \$250,000 in the aggregate whether or not maintained by the same employer or employee organization.

You are responsible for monitoring the total amount of your deposits at the Merrill Lynch Affiliated Banks in order to determine the extent of the insurance coverage available to you on those deposits, including the Deposit Accounts and CDs.

Merrill Lynch is not responsible for any insured or uninsured portion of the deposits established at the Merrill Lynch Affiliated Banks through the MLBD Program, or any CDs or any other deposits you may have with the Merrill Lynch Affiliated Banks.

For more information on FDIC deposit insurance, see "About FDIC Insurance," page 32.

### **HOW THE MLBD PROGRAM WORKS**

#### **Deposit Procedures**

The timing and frequency of the sweep of free credit balances will be as set forth in the RCMA Financial Service Documents.

For each securities account at Merrill Lynch, free credit balances of up to \$246,000 are deposited by Merrill Lynch, acting as your agent, to your Deposit Accounts at BANA. If your Deposit Account balances with BANA reach \$246,000, then free credit balances are swept to your Deposit Accounts established by Merrill Lynch at BA-CA, until Deposit Account balances at BA-CA reach \$246,000. If your Deposit Account balances at BA-CA reach \$246,000, subsequent funds will be deposited to your Deposit Accounts at BANA without limit, even if the amounts then deposited in BANA through the MLBD Program exceed the FDIC insurance limit of \$250,000.

Merrill Lynch will make deposits in the Merrill Lynch Affiliated Banks on your behalf without reference to the amount deposited with

the Merrill Lynch Affiliated Banks through any other securities account you may have at Merrill Lynch, or any other amounts you may have on deposit with the Merrill Lynch Affiliated Banks.

All deposits made to the Deposit Accounts at a Merrill Lynch Affiliated Bank will be made to your MMDA, except as described under "Withdrawal Procedures."

#### **Withdrawal Procedures**

Withdrawals will be made from the Merrill Lynch Affiliated Banks by Merrill Lynch as your agent as necessary to satisfy debits in your securities account, such as debits arising from your purchase of securities. Withdrawals will be made in the following order: first from any amounts at BANA above \$246,000, then from deposits at BA-CA, then from the remaining deposits at BANA.

Withdrawals will be made from your DDA at each Merrill Lynch Affiliated Bank. If funds in your DDA are insufficient to satisfy a withdrawal, funds in your MMDA at that Merrill Lynch Affiliated Bank will be transferred to your DDA to satisfy the withdrawal, plus a "cushion" to be determined from time to time by Merrill Lynch. Certain transfers from an MMDA may be subject to a limit of six during a monthly statement cycle, and certain aggregation rules may apply to transfers from the MMDAs at BANA or BA-CA. At any point during a month in which transfers from your MMDA at a Merrill Lynch Affiliated Bank have reached the applicable limit, funds will be transferred from your MMDA to the related DDA at that Merrill Lynch Affiliated Bank. For the remainder of the month, free credit balances in your securities account will be deposited in your DDA instead of your MMDA as described above.

At the beginning of each month, all funds in the DDA (less \$1) at each Merrill Lynch Affiliated Bank will be transferred to the related MMDA. The limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at either Merrill Lynch Affiliated Bank through the MLBD Program.

As required by federal banking regulations, the Merrill Lynch Affiliated Banks reserve the right to require seven days' prior written notice before permitting a transfer from an MMDA. Neither Merrill Lynch Affiliated Bank has exercised this right in the past.

#### **Interest Rates**

Each Merrill Lynch Affiliated Bank will pay the same rate of interest on your DDA and MMDA at that Merrill Lynch Affiliated Bank. Interest rates paid by the Merrill Lynch Affiliated Banks on the Deposit Accounts in the MLBD Program are determined at the discretion of each Merrill Lynch Affiliated Bank based on economic and business conditions. Interest rates may change daily.

In general, interest rates paid on deposits in the MLBD Program are tiered based upon a client's relationship with Merrill Lynch. Interest rate tiering does not apply to deposits of employee benefit plans and plan participants. Deposits of employee benefit plans and plan participants will receive the MLBD Program Tier 5 interest rate. The current interest rate on the Deposit Accounts held through the MLBD Program is included on your Merrill Lynch account statement. Recent interest rates may be accessed on [MyMerrill.com](http://MyMerrill.com) (see the "Deposit Account & Money Fund Rates" link at the bottom of each page) or by calling your financial advisor or 800.MERRILL (637.7455).

The interest rates paid with respect to the Deposit Accounts may be higher or lower than the rates of return available to direct depositors of either Merrill Lynch Affiliated Bank for comparable deposit accounts. You should compare the terms, interest rates, required minimum amounts, charges and other features of the deposits at the Merrill Lynch Affiliated Banks with other accounts, sweep programs and alternative investments offered by Merrill Lynch or other institutions.

Interest will accrue on Deposit Account balances from the day they are deposited to the Merrill Lynch Affiliated Banks up to (but not including) the date of withdrawal, and will be compounded daily and credited monthly.

#### **Account Statements and Information**

All deposits to and withdrawals from your Deposit Accounts at the Merrill Lynch Affiliated Banks will be confirmed and appear in chronological sequence on your securities account statement. In addition, the statement will show the total of your opening and closing deposit balances for the period at each Merrill Lynch Affiliated Bank. The statement will also include interest earned for the period at each Merrill Lynch Affiliated Bank.

You may obtain current information about your Deposit Accounts by calling your financial advisor or 800.MERRILL (637.7455), or by accessing [MyMerrill.com](http://MyMerrill.com). Merrill Edge Self-Directed clients should contact Merrill Edge Self-Directed at 877.653.4732 or access [merrilledge.com](http://merrilledge.com).

#### **Your Relationship with Merrill Lynch**

Merrill Lynch is acting as your agent in making deposits to and withdrawals from the Deposit Accounts at the Merrill Lynch Affiliated Banks. The Deposit Accounts established by Merrill Lynch on your behalf will be evidenced by a book entry on the account records of a Merrill Lynch Affiliated Bank as described herein and in records maintained by Merrill Lynch as your agent and custodian. Your Deposit Account ownership will be reflected on your periodic Merrill Lynch account statements. No evidence of ownership, such as a passbook or certificate, will be issued to you.

As a client of Merrill Lynch, you will not have a direct account relationship with either of the Merrill Lynch Affiliated Banks. All transactions are effected through Merrill Lynch, as your agent, and not directly between you and either of the Merrill Lynch Affiliated Banks.

Deposit Accounts at a Merrill Lynch Affiliated Bank are obligations of that Merrill Lynch Affiliated Bank only and are not guaranteed by or obligations of Merrill Lynch. Publicly available financial information about the Merrill Lynch Affiliated Banks is available at <http://www.ffiec.gov/nicpubweb/nicweb/NicHome.aspx> or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200. Merrill Lynch does not guarantee in any way the financial condition of the Merrill Lynch Affiliated Banks or the accuracy of any publicly-available financial information concerning the Merrill Lynch Affiliated Banks. In deciding whether to have Deposit Accounts at the Merrill Lynch Affiliated Banks, you must rely on your own examination of the Merrill Lynch Affiliated Banks and the terms and conditions of the Deposit Accounts, including the merits and risks involved. Merrill Lynch is not obligated to inform you of any changes in the financial condition of the Merrill Lynch Affiliated Banks, and you should not rely on such notification.

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, terminate an employee benefit plan's securities account or its participation in the MLBD Program at any time. Similarly, an employee benefit plan may choose to terminate its participation in the MLBD Program at any time. In either case, the employee benefit plan may establish a direct relationship with a Merrill Lynch Affiliated Bank by requesting to have the Deposit Accounts established in the employee benefit plan's name, subject to the Merrill Lynch Affiliated Bank's rules with respect to maintaining such accounts. This will result in the separation of the Deposit Accounts from the employee benefit plan's securities account. Similarly, Merrill Lynch may terminate an employee benefit plan participant's securities account or his or her participation in the MLBD Program at any time, and an employee benefit plan participant may choose to terminate his or her participation in the MLBD Program at any time. In such case, the employee benefit plan participant may not establish a direct relationship with a Merrill Lynch Affiliated Bank unless permitted to do so by the documents governing the participant's employee benefit plan and subject to the Merrill Lynch Affiliated Bank's rules with respect to maintaining such accounts.

## **ABOUT FDIC INSURANCE**

### **General**

FDIC insurance covers all deposit accounts at an FDIC-insured bank, including MLBD Program deposits, within applicable limits. Deposits maintained in different categories of legal ownership — such as individual accounts, joint accounts and certain retirement accounts — are separately insured by the FDIC, up to \$250,000 per depository institution.

FDIC protection takes effect as soon as a Merrill Lynch Affiliated Bank receives your deposits from Merrill Lynch. Any deposits, including CDs, maintained with a Merrill Lynch Affiliated Bank in the same legal ownership category, whether directly, through other Merrill Lynch accounts or through any other intermediary, will be aggregated for FDIC insurance limit purposes.

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 the Deposit Accounts, CDs or any other deposits at the Merrill Lynch Affiliated Banks.

Merrill Lynch is not a bank and FDIC deposit insurance only covers the failure of an FDIC-insured bank. In the event that federal deposit insurance payments become necessary, the FDIC is required to pay principal plus accrued interest to the date of the closing of the relevant depository institution as prescribed by law and applicable regulations. Certain conditions must be satisfied for deposit insurance coverage to apply when bank deposits are opened on your behalf in the name of Merrill Lynch as your agent. Merrill Lynch has in place business requirements and practices that are reasonably designed to satisfy those conditions, which include, but are not limited to, proper account titling and recordkeeping. Since there is no specific time period during which the FDIC must make available such insurance payments, you should be prepared for the possibility of an indeterminate delay in obtaining insurance payments. In addition, you may be required to provide certain documentation to the FDIC and to Merrill Lynch before any insurance payments are released to you. For example, you may be required to furnish affidavits and indemnities regarding the insurance payments.

Merrill Lynch will not be obligated to credit your securities account with funds in advance of their payment to Merrill Lynch by the FDIC, or 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 Deposit Accounts. Each Deposit Account at a Merrill Lynch Affiliated Bank constitutes a direct obligation of that Merrill Lynch Affiliated Bank 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 federal deposit insurance. Any deposit opened at the acquired institution after acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

### **Employee Benefit Plans**

The amount of deposit insurance for which deposits of one bank held through one or more employee benefit plans will be eligible, including whether deposits held by each plan will be considered separately from or aggregated with deposits held by other plans

and, in some cases, deposits held at the same bank through an IRA, will vary depending on the type of plan. It is therefore important to understand the type of plan holding the deposits. The following sections generally discuss the rules that apply to deposits held by employee benefit plans.

**Pass-Through Deposit Insurance for Employee Benefit Plan Deposits.** Subject to the limitations discussed below, under FDIC regulations a participant's non-contingent interests in deposits of one bank held by many types of employee benefit plans are eligible for insurance up to \$250,000 on a "pass-through" basis. This means that instead of the deposits of one bank held by an employee benefit plan being eligible for only \$250,000 of insurance in total, each employee benefit plan participant is eligible for insurance of his or her non-contingent interest in the employee benefit plan up to \$250,000, subject to the aggregation of the participant's interests in different plans, as discussed below under "Aggregation of Employee Benefit Plan Deposits." The pass-through insurance provided to an employee benefit plan participant is separate from the \$250,000 federal deposit insurance limit allowed on deposits held by the individual in different insurable capacities at the same bank (e.g., individual accounts, joint accounts, etc.).

The types of plans for which deposits may receive pass-through treatment are employee benefit plans, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA") (including Keogh plans, whether or not they are technically "employee benefit plans" under ERISA) and eligible deferred compensation plans described in Section 457 of the Code. For purposes of Section 3(3) of ERISA, employee benefit plans are broadly defined to include most employee benefit plans, including most defined benefit plans and most defined contribution plans.

**Defined Benefit Plans.** The value of an employee's non-contingent interest in a defined benefit plan will be equal to the present value of the employee's interest in the plan, evaluated in accordance with the calculation ordinarily used under such plan. Deposits of one bank held by a defined benefit plan that is eligible for pass-through treatment are not insured for an amount equal to the number of plan participants multiplied by \$250,000. For example, a plan has \$500,000 on deposit in one bank. The employee benefit plan has two participants, one with a non-contingent interest of \$425,000 and one with a non-contingent interest of \$75,000. In this case, the employee benefit plan's deposits would be insured only up to \$325,000; the plan would be eligible for up to \$250,000 for the participant with the \$425,000 non-contingent interest and up to \$75,000 for the participant with the \$75,000 non-contingent interest. Overfunded amounts, which are any portion of a plan's deposits not attributable to the interests of beneficiaries under the plan, are insured, in the aggregate, up to \$250,000 separately from the insurance provided for any other funds owned by or attributable to the employer or a plan participant.

**Defined Contribution Plans.** The value of an employee's non-contingent interest in deposits of one bank held through a defined contribution plan will be equal to the amount of funds on deposit attributable to the employee's account with the plan, regardless of whether the funds on deposit resulted from contributions made by the employee, the employer, or both.

Portions of deposits at one bank held by an employee benefit plan that are attributable to the contingent interests of employees in the plan are not insured on a pass-through basis. Contingent interests of employees in an employee benefit plan are interests that are not capable of evaluation in accordance with FDIC rules, and are insured up to \$250,000 per plan.

**Aggregation of Employee Benefit Plan Deposits.** Under FDIC regulations, an individual's interests in plans maintained by the same employer or employee organization (e.g., a union) that are holding deposits at the same bank will be insured for \$250,000 in the aggregate. In addition, under FDIC regulations, an individual's interests in deposits at one bank held by (i) IRAs, (ii) deferred compensation plans for certain employees of state or local governments or tax-exempt organizations (e.g., Section 457 Plans), (iii) self-directed "Keogh Plans" of owner-employees described in Section 401(d) of the Code, and (iv) participant-directed defined contribution plans, will be insured for up to \$250,000 in the aggregate whether or not maintained by the same employer or employee organization.

#### **Additional Information from the FDIC**

**Questions About FDIC Deposit Insurance Coverage.** Questions about basic FDIC insurance coverage may be directed to your financial advisor. Advice of an attorney concerning the extent of FDIC insurance coverage of deposits should be sought where appropriate. Information about FDIC coverage may be obtained by contacting the FDIC, Deposit Insurance Outreach, Division of Depositor and Consumer Protection, 550 17th Street, N.W., Washington, DC 20429; by phone at 877.275.3342 or 800.877.8339 (TTY); or by visiting the FDIC website at [fdic.gov](https://www.fdic.gov), or by e-mail using the FDIC's On-line Customer Assistance Form available on its website.



## II(D). Merrill Lynch's Institutional Retirement Mutual Fund Share Class Policy

RCMA Investment Only retirement brokerage accounts that are not enrolled in a Merrill Lynch investment advisory program are subject to Merrill Lynch's Institutional Retirement Mutual Fund Share Class Policy (the "Policy"). Please review the disclosure regarding the Policy. The Policy governs which mutual fund share classes are available for RCMA accounts that are not enrolled in a Merrill Lynch investment advisory program and which mutual fund share classes are available for MESD RCMA Accounts. The Policy governs purchases and share class eligibility of available mutual funds for covered plan accounts.

The following is an overview of the Policy:

- Shares are purchased and sold at net asset value.
- All sales loads (including Contingent Deferred Sales Charges) are waived.
- Minimum purchase requirements, if any, are waived.

Under the Policy, the initial determination of a plan's share class eligibility is based on the asset size of the plan covered by the Policy. The plan may become eligible to convert or "truncate" (see "Truncation" below) to a more favorable share class when certain assets or aging requirements are met. When this happens, you will be notified of your eligibility and must let us know if you decide to accept the change in order to convert to a more favorable share class. It is not mandatory that you change share classes, but it may be more favorable for you to do so.

### Eligible Mutual Funds

Generally, mutual funds available for purchase under the Policy are defined as "Eligible Funds." Different menus of Eligible Funds are offered based on the terms of the agreements with the participating mutual funds. Accordingly, the number of Eligible Funds available for purchase under the Policy by a plan may be limited.

### Share Class Eligibility

The table below details share class eligibility for new retirement plans. For purposes of determining share class eligibility, Plan Assets generally include assets that will be held in a Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") RCMA securities account. For information regarding your RCMA account or other account types that are subject to the Policy, please speak to your financial advisor. All retirement accounts eligible to use an MESD RCMA account held at MLPF&S are eligible for "Institutional" Class shares and Institutional share equivalents. For more information about what funds are available, contact Merrill Edge Self-Directed at 877.653.4732 or access [merrilledge.com](http://merrilledge.com). Please note the Policy is subject to change by MLPF&S.

Share Class	Plan Asset Size
Eligible Funds Class R (or substantially equivalent Share Class)	Less than \$3 million in eligible Plan Assets
Eligible Funds Class A (or substantially equivalent Share Class)	\$3 million to \$50 million in eligible Plan Assets
Eligible Funds Class I* (or substantially equivalent Share Class)	\$50 million or more in eligible Plan Assets and all MESD RCMA accounts regardless of Plan Asset size

\* Also known as Eligible Funds "Institutional" Class shares.

**Important:** Accounts that have terminated their enrollment in a Merrill Lynch investment advisory program and hold Class I share Mutual Funds can continue to hold those Class I shares, but future Mutual Fund purchases will be subject to the share class eligibility rules of the Policy.

### Truncation:

Truncation is the replacement of eligible mutual fund shares held by a plan with shares of a more favorable share class (i.e., a class subject to either lower or no 12b-1 fees). In general, 12b-1 fees may be paid for distribution-related services and/or investor servicing provided by MLPF&S. These fees may be paid to MLPF&S by a mutual fund to cover expenses associated with, for example, responding to investor inquiries and providing investors with information about investments. In addition, 12b-1 fees may be paid to MLPF&S by a mutual fund for distribution services, such as marketing and selling mutual fund shares, and paying for advertising, the printing and mailing of prospectuses to new investors, and the printing and mailing of sales literature. The amount of 12b-1 fees is deducted directly from the plan's investment in the mutual fund (as described in the prospectus and statement of additional information for the fund). All later purchases of Eligible Funds will be for the new share class. The truncation process is started when a plan achieves a requisite amount of assets and/or meets the account aging requirements, as outlined below (see footnote 1). Not all mutual funds offer share classes in every share class category outlined in the table above.

### Truncation Requirements

A retirement plan becomes eligible for truncation when it has been subject to the Policy for the relevant period indicated in the following table and attained a truncation asset threshold set forth below.<sup>1</sup>

When	Then all affiliated-plan assets
Covered plans/accounts that hold C shares of Eligible Funds are eligible to convert at any time <sup>2</sup>	Will automatically be converted to R or A shares, or substantially equivalent lower cost share class, after notice to the client by Merrill, unless the client affirmatively objects and notifies Merrill within 30 days that it desires to retain C shares.
Plan assets <sup>3</sup> in covered plans/accounts attain the asset threshold of \$3 million and the client has been subject to the Policy for a period of one year	May be converted to Eligible Funds Class A shares (or substantially equivalent Share Class) at the sole discretion of the plan sponsor or other appropriate plan fiduciary.
Plan assets <sup>3</sup> in covered plans/accounts attain asset threshold of \$50 million for three consecutive months and the client has been subject to the Policy for a minimum of one year <sup>4</sup>	May be converted to Eligible Funds Class I shares (if available) at the sole discretion of the plan sponsor or other appropriate plan fiduciary.

<sup>1</sup> Effective June 11, 2012 RCMA Investment Only plans opened with an "05" account suffix prior to December 5, 2011 are eligible for Class A (or substantially equivalent Share Class) share mutual funds regardless of asset size.

<sup>2</sup> C share mutual funds are not available for new or subsequent purchases. C share positions transferred into the firm are permitted to be held in an account, but also do not allow new or subsequent purchases.

<sup>3</sup> For purposes of this disclosure, Plan Assets generally include assets held in a Merrill Lynch, Pierce, Fenner & Smith Incorporated RCMA securities account. For information regarding your RCMA account or other account types that are subject to the Policy, please speak to your financial advisor.

<sup>4</sup> The \$50 million asset threshold must be met for three consecutive months during months 10, 11 and 12 of the one-year period or later.

For any RCMA retirement brokerage account that transfers to the MESD RCMA account, effective immediately upon transferring to the MESD RCMA account, all mutual fund shares are eligible for truncation to the "Institutional" Class shares and Institutional share equivalents. The truncation process must be initiated by the client by selling existing mutual funds and purchasing the "Institutional" Class shares and Institutional share equivalents through the Merrill Edge Self-Directed order entry system. Neither Merrill Lynch nor MESD will initiate the truncation process for any client or advise any client whether to initiate truncation. For more information about what funds are available, contact Merrill Edge Self-Directed at 877.653.4732 or access [merrilledge.com](http://merrilledge.com).

# Important Notice

---

## **BUSINESS CONTINUITY PLANNING**

Merrill Lynch is responsible for creating and maintaining business continuity plans for all its businesses. In the event of a business disruption, we have plans designed to allow us to continue operations of critical business functions, such as entering of client orders, completing securities transactions and providing clients access to their cash and securities. We accomplish this in part by:

- Relocating impacted businesses to designated recovery locations.
- Using redundant processing capacity at other locations.
- Designing our technology and systems to support the recovery processes for critical business functions.
- Using business and technology teams that are responsible for activating and managing the recovery process.
- Adopting a communication plan to ensure that Merrill Lynch employees receive emergency notifications and instructions via a variety of sources, including in-building announcements, telephone contact, toll-free phone numbers and Web sites.
- Rehearsing our recovery procedures and testing those procedures on a regular basis.

As part of our plans, Merrill Lynch has identified the applications that are critical to each of our business divisions. These applications are to be implemented in separate production and recovery data centers using industry-standard practices to copy data from the production site to the recovery site in real time. In most cases, recovery times will range from nearly instantaneous to approximately four hours. For some business functions, next-day recovery is projected.

With regard to client assets, nearly all market-traded securities are held in central depositories, such as the Depository Trust and Clearing Company, rather than in physical certificate form. Ownership of the securities is reflected on a book-entry record-keeping basis, with the depositories' participants, such as Merrill Lynch, maintaining on their records the beneficial ownership positions of their customers. This structure is recognized worldwide as providing investors with an unsurpassed level of liquidity and security for the assets they choose to custody with major financial institutions.

As a premier financial service firm, we take our commitment to our clients very seriously and participate globally in various industry-level discussions regarding business continuity planning under the auspices of industry organizations. Participation in these types of forums increases our ability to proactively recognize and manage business disruption risks and coordinate recovery efforts across the financial service industry.

In the event of a disruption, you will be able to receive information about your accounts and instructions on how to gain access to your funds by calling your Financial Advisor or the toll free number listed on your account statement.

Although we have taken significant steps to develop and implement sound business recovery plans, we cannot guarantee that systems will always be available or recoverable after a disaster or significant business disruption. However, we believe that our planning for such events is robust and consistent with many of the best practices established within the industry. Any material changes to the above information will be available on our Web site or upon request.



## Merrill Direct Reinvestment Service

When you enroll in the Merrill Direct Reinvestment Service (the "Service"), you agree to be bound by the terms and conditions outlined below.

(i) **Description.** When your investments generate dividends, and in certain instances, capital gains or other distributions (collectively, "dividends" or "distributions"), you can decide to either receive cash payments deposited to your account or to automatically reinvest the distributions through the Service as an opportunity to help build the value of your investments. There is no fee for the Service, and for most account types you pay no commission on dividends or distributions automatically reinvested in the same investment through the Service.<sup>1</sup> Additionally, the Service provides you with the flexibility to have dividends from some holdings reinvested while having the dividends from other investments credited as cash directly to your account. You also have greater flexibility with respect to mutual fund investments where separate reinvestment elections for dividends and capital gains distributions are offered.

(ii) **Eligible Investments and Accounts.** If you enroll in the Service, you can have dividends from eligible common and preferred stocks, mutual funds, exchange traded funds ("ETFs"), closed end funds ("CEFs"), unit investment trusts ("UITs"), and regulated investment companies ("RICs") automatically reinvested into more shares or units of the same stock, fund, trust or company, generally without commissions or fees charged. You may also elect through the Service to reinvest capital gains distributions paid by mutual funds.

Alternative investments (including but not limited to hedge funds, private equity funds, non-traded real estate investment trusts and business development companies) are typically not held in "street name" and dividend reinvestments for alternative investments are generally offered pursuant to the issuer's terms and conditions, and not those of the Service described in this document. You should refer to disclosures provided to you in connection with these alternative investments, such as prospectuses or private placement memorandum and the subscription agreement (including the subscription agreement supplement), which include additional information about our compensation and any dividend reinvestment options offered by the issuers. For these alternative investments, the terms of the issuer's dividend reinvestment options (and not those contained in this document) apply.

Eligible investments must be held in "street name" (which means the investments are owned by you but are registered in Merrill Lynch's name) in order to participate in the Service. Most eligible investments that you hold through your Merrill Lynch account are held in street name.

The Service is an option for most Merrill Lynch account types, subject to the terms and conditions of any other services or programs you may participate in. You may confirm your account eligibility by contacting your financial advisor, a Merrill Financial

Solutions Advisor or an Investment Center representative at any time.

(iii) **Service Operations.** We will credit cash dividends you receive from eligible investments to your account on the dividend payable date. Thereafter, we will debit cash dividends to be reinvested from your account and combine cash dividends across all accounts that have elected the Service in the same investment in order to purchase additional shares or units of that investment. We will then credit your account following the dividend payable date with the number of shares or units of the investment, including fractional shares or units, equal to the amount of dividends reinvested, divided by the purchase price per share or unit (the "reinvestment price"). The reinvestment price will be the price per share or unit of the investment on or around the dividend payable date or the ex-dividend date (generally for mutual funds). The reinvestment price may reflect an average price per share or unit if the investments are purchased in multiple transactions. The details regarding the actual prices are available to you upon request.

Reinvestment for certain investments may occur through the Depository Trust Company ("DTC") Dividend Reinvestment program ("DTC program"). DTC and the issuer determine which investments participate in the DTC program. DTC will allocate investments purchased through reinvested dividends ("reinvestment shares") to us upon receipt from the issuer. For investments participating in the DTC program, the cash dividends you receive from eligible investments will be credited from your account. Thereafter we will debit cash dividends to be reinvested from your account and combine cash dividends debited across all accounts that have elected the Service in the same investment. Upon our receipt of reinvestment shares through the DTC program, we will credit your account with the number of reinvestment shares (including fractional shares or units with issuers whose investment plans accommodate fractional shares or units) allocated to your account equal to the amount of dividends reinvested, divided by the reinvestment price announced by DTC.

We are compensated by issuers of certain hedge funds, private equity funds, RICs, non-traded REITs and BDCs (typically those which are considered "alternative investments") and mutual funds based on the total market value of investments held by our clients, which increases if dividends are reinvested.

For certain other investments, such as UITs, the sponsor may impose additional requirements with respect to any dividend reinvestment options offered. These requirements will be described in the prospectus provided to you in connection with your investment.

<sup>1</sup> Individual Investor Accounts, Business Delaware accounts, Business Investment Accounts (BIA), and Trust Management Accounts (TMA) are charged a commission of 4.0% on dividend and distribution reinvestments up to \$100.00, the greater of \$4.00 or 2.0% on reinvestments between \$100.01 and \$500.00, and 1.5% on reinvestments over \$500.00.

(iv) **Enrollment in the Service.** Dividends on your investments held in your Merrill Lynch account are generally paid in cash unless you take action and indicate that you want to reinvest those dividends; there is no requirement to participate in the Service. You may enroll in the Service online by selecting “Help & Support” or by contacting your financial advisor, a Merrill Financial Solutions Advisor or an Investment Center representative at any time. You may specify whether you wish to enroll for all eligible investments or selected eligible investments in your account. Automatic dividend reinvestment will commence with the first dividend having a record date which is at least two business days after you have notified us of your desire to enroll in the Service with respect to a particular investment.

If you elect to reinvest dividends and then purchase additional shares or units of the same investment, dividends for the new shares or units will also be automatically reinvested.

Changes to reinvestment elections are not allowed between the record date and the payable date for any investment. If a request to change reinvestment elections is entered during this period, changes will not take effect until after the payable date. Otherwise, you may change your elections by contacting your financial advisor, a Merrill Financial Solutions Advisor or an Investment Center representative at any time.

(v) **Confirmation of Reinvestment Transactions.** We will not provide you with individual trade confirmations for dividend reinvestment transactions, as we do for other transactions. Your periodic account statement will include all transaction details that would typically appear on a trade confirmation. On your statement you will see each automatic dividend reinvestment transaction made pursuant to the Service, including, but not limited to the date of the transaction, the amount of the dividend paid, the identity and number of shares or units bought and the purchase price. You will be able to obtain these transaction details at an earlier date online or by contacting your financial advisor, a Merrill Financial Solutions Advisor or an Investment Center representative beginning on the business day following the dividend reinvestment transaction. If you currently receive quarterly account statements, you will receive an additional monthly account statement for the month in which the dividend reinvestment transaction was effected.

You will continue to receive a trade confirmation for all securities transactions entered into outside of the Service unless you have instructed us otherwise.

(vi) **Termination/Amendment of the Service.** If your investment needs or goals change, you may discontinue your enrollment in the Service online by selecting “Help & Support” or by contacting your financial advisor, a Merrill Financial Solutions Advisor or an Investment Center representative at any time. Termination will be effective with respect to the first dividend having a record date

which is at least two business days after you notify us. We reserve the right to amend or terminate the Service, in whole or in part at any time. Changes to your investment holdings, including changes you may not have initiated, can result in changes or termination of the Service with respect to such holdings and require action on your part to re-initiate the Service. You will be notified in advance of any material amendment that may impact your investments or termination of the Service.

(vii) **Tax.** We recommend that you consult a tax advisor to determine what effect, if any, participation in the Service may have on your tax situation.

(viii) **Other.** Your enrollment in the Service is optional. We have not made any recommendation that you should enroll in the Service and we are not recommending or offering any advice regarding the purchase of any investment included as an eligible investment in the Service. You understand that reinvesting your dividends does not assure profits on your investments, nor does it protect against losses in declining markets.



Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as “MLPF&S” or “Merrill”) makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation (BofA Corp.). MLPF&S is a registered broker-dealer, registered investment advisor, Member SIPC and a wholly owned subsidiary of BofA Corp.

Banking products are provided by Bank of America, N.A., and affiliated banks, Members FDIC and wholly owned subsidiary of BofA Corp.

Investment products:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank Guaranteed</b>	<b>May Lose Value</b>
-----------------------------	--------------------------------	-----------------------

Unless otherwise noted, all trademarks are the property of Bank of America Corporation.

© 2020 Bank of America Corporation. All rights reserved.



# Trusted Contact Person Form

Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill") encourages you to designate a trusted contact person by completing this form.

## What is a trusted contact person?

A trusted contact person(s) is an individual (age 18 or older) identified by you, whom Merrill could contact and disclose information about your account:

- to address possible financial exploitation;
- to confirm specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney; or
- as otherwise permitted by Financial Industry Regulatory Authority Rule 2165 (Financial Exploitation of Specified Adults).

## What if you previously completed a Contact Authorization Form?

Merrill previously made available a Contact Authorization Form, which was similar to the Trusted Contact Person Form. If you completed a Contact Authorization Form, Merrill will treat the contact person(s) you designated as your Trusted Contact Person(s). If you wish to add, update or remove a previously named contact person(s), please complete and return the Trusted Contact Person Form to the address noted below.

## How do you add a trusted contact person?

For faster service, this form can be completed electronically by signing into your account on [merrilledge.com](https://merrilledge.com).

or

Please complete this form and fax to 1.877.229.7160 or mail to:

Merrill Document Processing

PO Box 31024

Tampa, FL 33631-3024

(Please retain a copy of this form for your records.)

**If you have questions or would like help completing the form,  
please call the Investment Center at 877.653.4732.**

Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation ("BoFA Corp."). MLPF&S is a registered broker-dealer, registered investment adviser, Member [SIPC](#) and a wholly owned subsidiary of BoFA Corp.

Investment products:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank Guaranteed</b>	<b>May Lose Value</b>
-----------------------------	--------------------------------	-----------------------

# Trusted Contact Person Form

Please accept this document as instruction to add a trusted contact person(s) to the following 8-digit Merrill® Account Number and all other accounts at Merrill® for which I am either account owner or an authorized person.

Name of account owner  
(first, middle and last)

Mr. Mrs. Ms. Dr. Suffix: Sr. Jr.

Merrill account number:  –

A trusted contact person(s) is an individual (age 18 or older) identified by you, whom Merrill could contact and disclose information about your account:

- to address possible financial exploitation;
- to confirm specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney; or
- as otherwise permitted by Financial Industry Regulatory Authority Rule 2165 (Financial Exploitation of Specified Adults).

## Primary Trusted Contact Person Information

Name of trusted contact person  
(first, middle and last)

Mr. Mrs. Ms. Dr. Suffix: Sr. Jr.

Relationship (e.g., spouse, child, holder of my power of attorney, lawyer, accountant, etc.)

Street address

Work phone

Home phone

Mobile phone

City

State

ZIP

Email

## Alternate Trusted Contact Person Information

Name of trusted contact person  
(first, middle and last)

Mr. Mrs. Ms. Dr. Suffix: Sr. Jr.

Relationship (e.g., spouse, child, holder of my power of attorney, lawyer, accountant, etc.)

Street address

Work phone

Home phone

Mobile phone

City

State

ZIP

Email

I understand that (1) I may designate multiple trusted contact persons (use additional copies of this form); (2) Merrill is not required to contact my trusted contact person(s) but may at their discretion contact one or more of the people I have designated as trusted contact person(s); (3) **the completion of this form is optional and I may withdraw it at any time by notifying Merrill in writing** (use Merrill address as shown on the previous page or Merrill address shown on account statement). If I would like to change my trusted contact person, I may do so by providing Merrill with a newly signed Trusted Contact Person Form with the box checked below to indicate that the new form supersedes any previous form(s).

Check here if this Trusted Contact Person Form supersedes previous Trusted Contact Person Form(s)


## Signature

Printed name

Date

Signature of client

Date

FACTS	WHAT DOES BANK OF AMERICA DO WITH YOUR PERSONAL INFORMATION?		BANK OF AMERICA 
Why?	Financial companies choose how they share your personal information. Under federal law, that means personally identifiable information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>• Social Security number and employment information</li><li>• account balances, transaction history and credit information</li><li>• assets and investment experience</li></ul>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Bank of America chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Bank of America share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes — with service providers we use to offer our products and services to you (please see below to limit the ways we contact you)		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates’ everyday business purposes — information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes — information about your creditworthiness		Yes	Yes
For nonaffiliates to market to you — for all credit card accounts		Yes	Yes
For nonaffiliates to market to you — for accounts and services endorsed by another organization (e.g., debit card co-branded with a baseball team) “Sponsored Accounts”		Yes	Yes
For nonaffiliates to market to you — for accounts other than credit card accounts and Sponsored Accounts, such as insurance, investments, deposit and lending		No	We don’t share
To limit our sharing	<ul style="list-style-type: none"><li>• Visit us online: <a href="https://bankofamerica.com/privacy">bankofamerica.com/privacy</a></li><li>• Call 888.341.5000 — our menu will prompt you through your choices</li><li>• Talk to your assigned financial advisor</li></ul> <p><b>Please note:</b> If you are a <b>new</b> customer, we can begin sharing your information 45 days from the date we sent this notice. When you are <b>no longer</b> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>		
To limit direct marketing contact	<ul style="list-style-type: none"><li>• Visit us online: <a href="https://bankofamerica.com/privacy">bankofamerica.com/privacy</a></li><li>• Call 888.341.5000 — our menu will prompt you through your choices</li><li>• Talk to your assigned financial advisor</li></ul> <p><b>Please note:</b> Direct marketing is email, postal mail and telephone marketing. Your telephone and postal mail opt-out choices will last for five years, subject to applicable law. Even if you limit direct marketing, we may still contact you to service your account or as otherwise allowed by law.</p>		
Questions?	Call 888.341.5000 or go to <a href="https://bankofamerica.com/privacy">bankofamerica.com/privacy</a>		

## Who we are

<b>Who is providing this notice?</b>	Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, Private Bank or Merrill, as well as the entities listed in the <i>Bank of America U.S. legal entities</i> section.
--------------------------------------	--

## What we do

<b>How does Bank of America protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://bankofamerica.com/security">bankofamerica.com/security</a> or <a href="http://ml.com/security">ml.com/security</a> .
<b>How does Bank of America collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• open an account or perform transactions</li> <li>• apply for a loan or use your credit or debit card</li> <li>• seek advice about your investments</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit some but not all sharing related to: <ul style="list-style-type: none"> <li>• affiliates' everyday business purposes — information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• nonaffiliates to market to you</li> </ul> State laws and individual Bank of America companies may give you more rights to limit sharing. See <i>Other important information</i> section for your rights under state law.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to you alone unless you tell us otherwise. However, your choice to limit sharing with nonaffiliates to market to you for credit card accounts or Sponsored Accounts will apply to all joint account holders. If you have more than one credit card account or Sponsored Account and you choose to opt out, you will need to do so for each account.

## Definitions

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Our affiliates include companies that utilize the names Bank of America, Banc of America, Private Bank or Merrill.</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include financial services companies such as insurance agencies or mortgage brokers, nonfinancial companies such as retailers, travel companies and membership groups; and other companies such as nonprofit groups.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Our joint marketing partners include financial services companies.</li> </ul>

## Other important information

**Do Not Call Policy.** This notice is the Bank of America Do Not Call Policy under the Telephone Consumer Protection Act. We do not solicit via telephone numbers listed on the state or federal Do Not Call lists, unless the law allows. Bank of America employees receive training on how to document and process telephone marketing choices. Consumers who ask not to receive telephone solicitations from Bank of America will be placed on the Bank of America Do Not Call list and will not be called in future campaigns, including those of Bank of America affiliates.

**Call Monitoring and Recording.** If you communicate with us by telephone, we may monitor or record the call.

**For Nevada residents only.** We are providing you this notice under state law. You may be placed on our internal Do Not Call List by following the directions in the *To limit direct marketing contact* section. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Avenue, Suite 3900, Las Vegas, NV 89101; Phone number: 702.486.3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov); Bank of America, P.O. Box 25118, Tampa, FL 33622-5118; Phone number: 888.341.5000; Click on "Contact Us" at [bankofamerica.com/privacy](http://bankofamerica.com/privacy).

**Vermont:** Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our corporate family, unless the law allows. For example, we may share information with your consent, to service your accounts or under joint marketing agreements with other financial institutions with which we have joint marketing agreements. We will not share information about your creditworthiness within our corporate family except with your consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

**California:** Under California law, we will not share information we collect about you with companies outside of Bank of America, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.

**For Insurance Customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA only.** The term “Information” in this part means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience or auditors as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical Information so we can learn if you qualify for coverage, process claims or prevent fraud, or if you say we can. To see your Information, write Insurance Operations, FL9-805-03-12, 4800 Deer Lake Drive East, Jacksonville, FL 32246. You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Bank of America U.S. legal entities**

Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, Private Bank or Merrill, and the entity Managed Account Advisors LLC.



# Federally Required Affiliate Marketing Notice

## YOUR CHOICE TO LIMIT MARKETING

- The Bank of America companies listed in this document are providing this notice.
- Federal law gives you the right to limit some but not all marketing from all the Bank of America affiliated companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from all the Bank of America affiliated companies.
- You may limit all the Bank of America affiliated companies, such as the banking, loan, credit card, insurance and securities companies, from marketing their products or services to you based upon your personal information that they receive from other Bank of America companies. This information includes your income, your account history and your credit score.
- Your choice to limit marketing offers from all the Bank of America affiliated companies will apply for at least 5 years from when you tell us your choice. Before your choice to limit marketing expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from all the Bank of America affiliated companies for at least another 5 years.
- You may tell us your choice to limit marketing offers, and you may tell us the choices for other customers who are joint account holders with you.
- This limitation will not apply in certain circumstances, such as when you have an account or service relationship with the Bank of America company that is marketing to you.
- For individuals with business purpose accounts, this limitation will only apply to marketing to individuals and not marketing to a business.

**To limit marketing offers, contact us at 888.341.5000.**

### **Bank of America Companies:**

This notice applies to all Bank of America U.S. legal entities that utilize the names:

Bank of America  
Banc of America  
Private Bank  
Merrill

These entities include banks and trust companies; credit card companies; brokerage and investment companies; and insurance and securities companies. In addition, this notice applies to the following Bank of America U.S. companies:

Managed Account Advisors LLC  
BAL Investment & Advisory, Inc.

---

## Trusted Contact Disclosures Under FINRA Rule 4512 (For accounts of certain non-natural persons)

Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") is a member of the Financial Industry Regulatory Authority ("FINRA"). FINRA has amended Rule 4512 to require members to make reasonable efforts to obtain the name of and contact information for a trusted contact person ("trusted contact") for a customer's account.

In connection with that rule, we make the following disclosure to you, an authorized agent, for the Plan account referenced in the RCMA Account Application. Merrill Lynch discloses that it is authorized to contact you, as the customer's trusted contact person, and disclose the following information about the Plan account referenced in the RCMA Account Application:

- to address possible financial exploitation;
- to confirm the specifics of the customer's current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney; or
- as otherwise permitted by Financial Industry Regulatory Authority Rule 2165 (Financial Exploitation of Specified Adults).

For more information, or if you would like a copy of the Merrill Lynch Trusted Contact Person Form for use in designating a trusted contact person, please contact your financial advisor or Merrill Edge Self-Directed at 877.653.4732.



Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as “MLPF&S” or “Merrill”) makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation (BofA Corp.). MLPF&S is a registered broker-dealer, registered investment adviser, Member [SIPC](#) and a wholly owned subsidiary of BofA Corp.

Banking products are provided by Bank of America, N.A., and affiliated banks, Members FDIC and wholly owned subsidiaries of BofA Corp.

Investment products:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank Guaranteed</b>	<b>May Lose Value</b>
-----------------------------	--------------------------------	-----------------------