

# Business Investor Account (BIA) and Working Capital Management Account<sup>®</sup> (WCMA<sup>®</sup>) Agreement and Program Description

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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>
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# Agreement and Program Description

## 1. INTRODUCTION

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

The WCMA Service and the BIA Service are integrated financial services linking two components: (1) Securities Brokerage Services; and (2) Basic Cash Management Services. In addition, the WCMA Service includes the WCMA Master Financial Service consisting of: (1) a Master WCMA Account established with the services described above; and (2) one or more WCMA SubAccounts®. WCMA SubAccounts have many of the same features and services as the WCMA Account, but the applicable account and service fees differ. The fees, Money Accounts and Basic Cash Management Services for the WCMA Service and the BIA Service are different. For more information on fees, see Appendix A–WCMA Account Fees and Appendix B–BIA Account Fees.

Certain aspects of the WCMA Service, such as Checks, Cards, and/or the Margin Lending Program, may not be available for Accounts that are enrolled in an IA Program or are in the process of enrolling in an IA Program. Additionally, your ability to direct trades and purchase securities in your Account may be limited if your Account is enrolled in an IA Program or in the process of enrolling in an IA Program. The services provided by, and the terms and conditions of, the IA Program you select will be described in separate documentation.

**As of May 1, 2012, Customers can no longer subscribe to new BIA Accounts; however, existing BIA Accounts will be maintained.**

The Customer agrees to read this Agreement and retain a copy for their records. The Customer acknowledges receipt of the Merrill Lynch Bank Deposit Program Disclosure Statement, Additional Disclosures – Merrill Lynch Bank Deposit Program, Appendix A–WCMA Account Fees, Appendix B–BIA Account Fees, the Margin Truth-in-Lending Disclosure Statement, and the Securities-Based Loan Disclosure Statement, all of which are referred to as the "Documents" for purposes of this Agreement. The Documents, which contain additional terms governing the WCMA or BIA Service, are incorporated into this Agreement and made a part hereof. Unless the context otherwise requires, the term "Agreement" shall include the Documents, as amended from time to time by Merrill Lynch.

Unless otherwise indicated, the Agreement terms and program descriptions apply to both the WCMA and the BIA Accounts. Merrill Lynch offers WCMA and BIA Accounts, as well as various products and services, through different service models, including the client self-directed and full-service channels. Based on the service model, the same or similar account, product or service may vary in its price or fees charged to clients.

## 2. DEFINITIONS

In this Agreement:

**"Account Value"** means the value of cash, bank deposits and long market value of securities in the Financial Relationship.

**"ACH"** means Automated Clearing House. The ACH Network is

a nationwide electronic payment system used to transfer funds between participating financial institutions.

**"Availability Delay"** means the amount of time before a deposit to your Securities Account will become available to pay Disbursements and other amounts due.

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

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

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

**"Basic Cash Management Services"** means services such as bank deposit programs available through the Sweep Program, check writing and ACH.

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

**"Business Day"** means any day on which both the New York Stock Exchange and New York banks are open for business.

**"Business Delaware Account"** means a brokerage account for businesses; does not offer cash management features, such as Visa® debit cards, check writing or cash sweep options.

**"Card(s)"** means a Merrill Lynch WCMA® Business Access Visa® Debit Card issued by the Banks for use with the WCMA Account.

**"Cash Balance"** means any uninvested cash balance resulting from incoming receipts such as check deposits, cash deposits, ACH deposits, Fedwire® receipts or the proceeds from the sale of securities. This is also known as your free credit balance.

**"CD"** means Certificate of Deposit.

**"Checks"** means checks provided by Merrill Lynch for use by the Customer with the Securities Account.

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

**"DDA"** means Demand Deposit Account.

**"Deposit Account"** means the DDAs and MMDAs established through the Merrill Lynch Bank Deposit Program.

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

**"Disbursements"** means the items paid from the Securities Account and includes Visa transactions, checks, cash advances, Fedwire and ACH transactions and similar items.

**"FDIC"** means the Federal Deposit Insurance Corporation.

**"Financial Relationship"** means the Accounts that have been linked for valuation purposes. Accounts are systematically linked by Tax Identification Number (TIN) and by use of the Master Financial Service (Master WCMA Account and/or WCMA SubAccount). Bank of America account types included are Bank of America Business checking, savings and CDs. Merrill Lynch account types included are BIA, WCMA, Endowment Management Accounts and Business Delaware accounts.

**"IA Program"** means any of the following investment advisory programs offering fiduciary advice and guidance and other investment advisory services made available by or through Merrill Lynch and/or Merrill Account Advisers, its affiliate, registered with the Securities Exchange Commission: (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 with Advisor Program; and (6) the Merrill Edge Advisory Account program.

**“ISA”** means Insured Savings Account. The ISA® Program is a series of electronically linked MMDAs into which funds are deposited on your 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, including 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).

**“LMA®”** means the Loan Management Account® credit facility provided by BANA.

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

**“Master WCMA Account”** means the WCMA Account designated as the Master Account in the WCMA Master Financial Service.

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

**“Merrill Lynch Affiliated Banks”** means Bank of America, N.A. (“BANA”), Bank of America California, N.A. (“BA-CA”) and Merrill Lynch Bank and Trust Company (Cayman) Limited (“MLBTC”).

**“Merrill Lynch Bank Deposit Program”** means the tiered program whereby available Cash Balances are held in specified deposit accounts established for the Customer by Merrill Lynch as the Customer’s agent with BANA and/or BA-CA for the WCMA Account. Deposits in the Merrill Lynch Bank Deposit Program are insured by the FDIC for up to \$250,000 per depositor, per ownership category, per bank.

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

**“Money Accounts”** means the Merrill Lynch Bank Deposit Program and the ISA Program. For Business Entities that are Incorporated/Organized outside the U.S., “Money Accounts” also means the International Bank Variable Rate Deposit Facility.

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

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

**“Secondary Money Account”** means a Money Account that is available for investment or deposit by contacting your financial advisor. A Secondary Money Account is available for automatic withdrawal to cover Disbursements and other transactions when your Primary Money Account is depleted.

**“Securities Account”** or **“Account”** means either a WCMA Account or BIA Account, as applicable.

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

**“Service”** means either the WCMA financial service or the BIA financial service, as applicable.

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

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

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

**“Sweep Program”** means the automatic deposit of available Cash Balances into the Primary Money Account as well as an automatic withdrawal to cover Visa charges, checks and other cash management transactions, including security purchases.

**“WCMA Account”** means a Merrill Lynch securities account established for the Customer, which is either a cash account or, if the Customer elects, a margin account. “WCMA Account” includes each account and each WCMA SubAccount.

**“WCMA Master Financial Service”** means the service that consists of a Master WCMA Account and one or more related WCMA SubAccounts.

**“WCMA SubAccounts”** means the underlying accounts, tied to a Master Account, established as part of the WCMA Master Financial Service.

### 3. SUBSCRIPTION TO THE WCMA® OR BIA SERVICE

To subscribe to the WCMA or BIA Service, a Customer must execute an Entity Authorization Form (the “Authorization Form”), pursuant to which a Securities Account will be established with Merrill Lynch. Merrill Lynch will establish accounts for the Customer with BANA or any successor processing bank for Cards, for check clearing, incoming Fedwires and receiving ACH transactions. Merrill Lynch reserves the right to alter or waive the conditions of subscription to the Service and also reserves the right to reject any application to subscribe to the Service or any of its features for any reason.

**As of May 1, 2012, Customers can no longer subscribe to new BIA Accounts; however, existing BIA Accounts will be maintained.**

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

### 4. SECURITIES BROKERAGE SERVICES

#### (A) GENERAL

The Securities Account may be used to purchase, sell and hold securities and other investments available from or through Merrill Lynch. If the Securities Account includes the Margin Lending Program, it may also be used to purchase and sell securities on credit or to obtain loans based on the current margin loan value of securities in the Securities Account.

The Customer agrees 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.

Whether or not the Account is a margin account, Merrill Lynch shall have all of the legal rights of a secured creditor with respect to the Securities Account, including the rights described in Section 4(F).

## **(B) SIPC PROTECTION**

The securities and cash that Merrill Lynch holds in your account are protected by the SIPC. If a U.S. broker-dealer fails, SIPC funds are available to make up for any shortfall of clients' assets that the broker-dealer was required to maintain — up to a maximum of \$500,000 per client for securities, inclusive of up to \$250,000 per client for cash. In addition, Merrill Lynch has obtained "excess-SIPC" coverage from a Lloyd's of London syndicate for large client accounts. This policy provides further protection (including up to \$1.9 million for cash) for customers who have received full SIPC limits, subject to an aggregate loss limit of \$1 billion for all customer claims. SIPC and the excess-SIPC coverage do not protect against investment losses from market action. You may obtain further information about the SIPC, including the SIPC brochure, via the SIPC's website at [sipc.org](http://sipc.org), or by calling the SIPC at 202.371.8300.

Each account held by a separate customer (as defined by applicable law) is treated separately for purposes of SIPC protection.

## **(C) DIRECT REINVESTMENT SERVICE**

By enrolling in the Direct Reinvestment Service, you can have dividends from all New York Stock Exchange, American Stock Exchange and Nasdaq Stock Market-listed stocks and most mutual funds automatically reinvested into more shares of the same stock or fund without commission charges. Call your financial advisor or 800.MERRILL (800.637.7455) for more information on this service.

## **(D) CUSTODY OF SECURITIES**

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

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

## **(E) DELIVERY OF SECURITIES AND PAYMENTS**

When buying or selling securities, there are two key dates involved in the transaction. The first date is the trade date, which is the date that the order is executed. The second is the settlement date, at which time the transfer of ownership passes from the seller to the buyer. Typically, the settlement date is the day when payment is due for purchases or when securities are due for sales. The Customer agrees to remit payment promptly.

Securities purchased will be held in the Securities Account unless the Customer requests delivery to the Customer or its designee, in which case Merrill Lynch will forward the Customer's instructions to the company's transfer agent after payment is received. Delivery

normally takes several weeks after the purchase has been settled and fully paid for. Delivery of securities may not be available for issues that are held in book-entry form. Depending on the issuer, the Customer may have the option of taking delivery of a security to be held in direct registration with issuer's transfer agent.

If payment is not received promptly, Merrill Lynch will liquidate the position unless an extension is obtained. Under exceptional circumstances and subject to Merrill Lynch's rights to liquidate, Merrill Lynch, on the Customer's behalf, may (in its sole discretion) apply for an extension from a regulatory organization. If Merrill Lynch does so, the Customer will be charged an extension fee. If the position is liquidated, the Customer will be responsible for any resulting deficiency, fees and late charges. Fees will be automatically debited from the Securities Account and are subject to change. If the Customer elects to take delivery of securities, the account statement will evidence delivery once they have been mailed to the Customer. If the Customer does not receive them, the Customer agrees to notify Merrill Lynch promptly so that replacement proceedings can begin. If the Customer fails to notify Merrill Lynch within six months of the delivery date shown on the account statement, the Customer will be responsible for replacing the securities through the transfer agent and will have to pay all costs.

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

## **(F) SECURITY INTEREST**

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

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

## **(G) 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.

## 5. LENDING SERVICES

### (A) MARGIN LENDING PROGRAM

(i) **Margin Requirements and Credit Charges.** The Margin Lending Program permits the Customer to obtain loans from Merrill Lynch secured by eligible marginable and exempt Securities and Other Property. Merrill Lynch maintains the right, in our sole discretion at any time and without prior notice to you, to determine which securities are eligible to borrow against. The Customer will maintain such Securities and Other Property in the Account for margin purposes as Merrill Lynch shall require from time to time; and the monthly debit balance of the Securities Account shall be charged, in accordance with Merrill Lynch's usual custom, with interest at a rate permitted by the laws of the state of New York. The interest charge made to the Customer's Securities Account at the close of a statement period will, unless paid, be added to the opening balance for the next charge period and that interest will be charged upon such opening balance, including all interest so added.

(ii) **Security Interest.** All Securities and Other Property in any account, now or hereafter held, carried or maintained by Merrill Lynch or by any of its affiliates in Merrill Lynch's possession and control, or in the possession and control of any such affiliate, for any purpose, in or for any account of the Customer, now or hereafter opened, including any account in which the Customer may have an interest, other than retirement accounts, such as IRAs, shall be subject to a lien for the discharge of all the indebtedness and other obligations of the Customer to Merrill Lynch and are to be held by Merrill Lynch as security for the payment of any liability or indebtedness of the Customer to Merrill Lynch as described in Section 4(F).

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

(a) **Merrill Lynch, in addition to and not in lieu of any other rights or remedies it may have under this Agreement, shall have the right to require additional collateral:**

1. **in accordance with its general policies regarding its margin lending maintenance and requirements, as such may be modified,**

**amended or supplemented from time to time by Merrill Lynch; or**

2. **if in its discretion Merrill Lynch considers it necessary for its protection at an earlier or later point in time than called for by said general policies; or**
3. **in the event that a petition of bankruptcy or for an appointment of a receiver is filed by or against the Customer; or**
4. **if an attachment is levied against the accounts of the Customer; or**
5. **in the event of the death or dissolution of the Customer.**

**Securities and other property held in related retirement accounts are not considered for collateralization purposes.**

(b) **If the Customer does not provide Merrill Lynch with additional collateral as Merrill Lynch may require in accordance with (iii)(a)(1) or (iii)(a)(2) above, or should an event described in (iii)(a)(3), (iii)(a)(4) or (iii)(a)(5) above occur (whether or not Merrill Lynch elects to require additional collateral), Merrill Lynch shall have the right:**

1. **to sell any or all Securities and Other Property in the accounts of the Customer with Merrill Lynch or with any of its affiliates, whether carried individually or jointly with others;**
2. **to buy any or all Securities and Other Property that may be short in such accounts; and**
3. **to cancel any open orders and close any or all outstanding contracts.**

**Merrill Lynch may exercise any or all of these rights under (b)(1), (2) or (3) without further demand for additional collateral, or notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at the discretion of Merrill Lynch on any exchange or other market where such business is usually transacted, or at public auction or private sale; and Merrill Lynch may be the purchaser for its own account.**

**If Merrill Lynch gives prior demand or call or prior notice of the time and place of such sale or purchase, that shall not be considered a waiver of its right to sell or buy without any such demand, call or notice as herein provided.**

- (iv) **Payment of Indebtedness Upon Demand.** The Customer shall at all times be liable for the payment upon demand of any debit balance or other obligation owing in any of the accounts of the Customer with Merrill Lynch, and the Customer shall be liable to Merrill Lynch for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by Merrill Lynch or by the Customer, and Customer shall make payment of such obligations upon demand.
- (v) **Liability for Costs of Collection.** To the extent permitted by New York law, Merrill Lynch shall collect from you reasonable costs and expenses of collection of debt balance(s) and any unpaid deficiency in your account including, but not limited to, attorney's fees that Merrill Lynch incurs or pays in connection with such efforts.

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

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

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

**It is important to note that the SB Charges may be substantial. In some instances, where the demand for the security borrowed is extremely high, the SB Charge, on an annualized basis, may exceed the principal value of the security. It is also important to note that, even if a security is not "in demand" at the time of your short sale, it may become "in demand" at any time based on market factors, and at that point, it would be subject to a SB Charge. The SB Charge rate can fluctuate daily without prior notice.**

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

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

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

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

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

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

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

- **current price of stock = \$11.00**  
**number of shares sold short = 10,000**  
**SB Charge rate = 20%**
- **(market price of stock) x (share quantity) = trade value of stock borrowed**  
**\$11.00 x 10,000 = \$110,000**
- **(trade value of stock borrowed) x (SB Charge rate) = annual SB Charge amount**  
**\$110,000 x 0.20 = \$22,000**
- **(annual SB Charge) / (360 days) = daily SB Charge amount**  
**\$22,000 / 360 = \$61.11**
- **((daily SB Charge amount) x (365 days)) / (trade value of stock borrowed) = effective SB Charge rate**  
**(\$61.11 x 365) / \$110,000 = 20.28%**

## 6. BASIC CASH MANAGEMENT SERVICES

### (A) GENERAL

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

**Merrill Lynch is a registered broker-dealer and a wholly owned subsidiary of Bank of America Corporation. Merrill Lynch is not a bank and is separate from its FDIC-insured affiliates, which include Bank of America, N.A., and Bank of America California, N.A., or other depository institutions. Merrill Lynch Bank and Trust (Cayman) Limited is an affiliate of Merrill Lynch, however, deposits held at Merrill Lynch Bank and Trust (Cayman) Limited are not FDIC insured. 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. Except where specifically indicated, securities and products sold, offered or recommended by Merrill Lynch are not insured by the FDIC, and are not obligations of, or endorsed or guaranteed in any way, by any bank, and may lose value.**

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

### (B) TIER ASSIGNMENT AND ACCOUNT VALUATION

(i) **Tier Assignments.** Every month, Merrill Lynch will perform a valuation process on the Financial Relationship or on the Securities Account not in a Financial Relationship and will assign each Account a tier based on its Account Value. Certain Securities Accounts will be assigned a tier regardless of Account Value. Securities Accounts enrolled in IA Programs will be assigned Tier 5. Tiers and tier assignments may be changed by Merrill Lynch without prior notice.

(a) WCMA and BIA Accounts

Tier 1 – Less than \$250,000

Tier 2 – \$250,000 to \$999,999

Tier 3 – \$1,000,000 to \$9,999,999

Tier 4 – \$10,000,000 or more

Tier 5 – IA Programs

(ii) **Effect of Tier Assignment.** The tier to which a Securities Account is assigned will determine the yield earned on deposits held in the Merrill Lynch Bank Deposit Program. Availability Delays will be based on the Account Value. (See Section 6(E) Table 2).

Clients with higher total eligible assets generally receive a higher yield on their bank deposits than clients with lower total eligible assets. A Securities Account assigned to Tier 5 may receive a higher yield on its bank deposits than an Account with a lower tier assignment.

(iii) **Valuation.** The valuation is determined by the average monthly value of the Financial Relationship. Bank of America account types included are Bank of America business checking, savings and CDs. Merrill Lynch account types included are BIA, WCMA and Business Delaware Accounts. For clients with WCMA and/or BIA Accounts that are not in a Financial Relationship, the tier assignment for each account will be based on the Account Value. Assets of eligible Securities Accounts enrolled in IA Programs will be included in the valuation.

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

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

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

(v) **Newly Opened Accounts without an Existing Financial Relationship.** At the end of the month of enrollment, and each month thereafter, the Securities Account will be valued and assigned to a tier. Based on the tier assignment, WCMA and BIA Accounts will be eligible for the corresponding yield earned on deposits held in the Merrill Lynch Bank Deposit Program. Availability Delays will continue to apply through the end of the second month as if the Account Value is <\$250,000. At the end of the second month, and each month thereafter, the Securities Account will be valued and Availability Delays will be applied based on the Account Value.

(vi) **Newly Opened Accounts with an Existing Financial Relationship.** New Securities Account(s) associated with an existing Financial Relationship will be assigned to Tier 1 during the month of enrollment. At the end of the month of enrollment and each month thereafter, the new Securities Accounts will be valued and assigned to a tier based on the Account Value of the Financial Relationship. Availability Delays will be based on the Account Value. (See Section 6(E) Table 2).

### (C) SWEEP PROGRAM

(i) **General.** The deposit of checks, the sale of securities and other activity generate Cash Balances in your Securities Account. Once you complete and return the account application to us, available Cash Balances in a Securities Account of \$1 or more (whole dollars only) are automatically swept to the Primary Money Account on the Business Day after the funds are received, provided the funds are received before our cashing deadline. However, if you have pending transactions in your Securities Accounts on the Business Day funds are to be swept into your Primary Money Account, the amount of those transactions may be deducted from the sweep amount.



Until that time, your Cash Balances will not earn interest. Additionally, if your account is enrolled in a Merrill Lynch investment advisory program, you should understand that Merrill Lynch may charge an asset-based advisory fee on the cash in the account even though you are not earning any interest or dividends on that cash.

With the Primary Money Account, you do not need to contact your financial advisor to deposit or withdraw funds—it happens automatically. You initially select your Primary Money Account by designating it on the WCMA Account Application Booklet or, for accounts you establish after signing a WCMA Account Application Booklet, by speaking to your financial advisor. If you ever want to change your Primary Money Account, you must contact your financial advisor.

Your Merrill Lynch account statement indicates where your Cash Balances are currently deposited, as well as recent yield information.

In addition to the Primary Money Accounts, you may make manual investments in a Secondary Money Account by placing a purchase order with your financial advisor.

If you choose a Secondary Money Account for your account, you will be required to contact your financial advisor each time you want to deposit your cash in that particular Secondary Money Account. Otherwise, available cash will continue to sweep to the Primary Money Account that you have selected.

Secondary Money Accounts provide an automatic withdrawal/redemption feature in order to satisfy Disbursements. Therefore, you would not need to contact your financial advisor when you need to withdraw funds. However, cash in a Secondary Money Account will automatically be withdrawn to cover purchase and debit transactions only when the Primary Money Account is depleted and in the order in which you have designated for the account.

Balances in a Secondary Money Account are included in your "Purchasing Power" as described in Section 6(F)(vi).

(ii) **Available Money Accounts.**

The available Money Accounts are different for the WCMA Account and the BIA Account. Merrill Lynch may change the Money Account options at any time.

Your Merrill Lynch financial advisor is always available to discuss your Money Account options as the yields may change, depending on market conditions, at different times throughout the year.

**THE MONEY ACCOUNTS CONSTITUTE ONLY ONE COMPONENT OF THE SERVICES. CUSTOMERS ARE ADVISED TO READ THE MERRILL LYNCH BANK DEPOSIT PROGRAM DISCLOSURES THAT BEGIN ON PAGE 19.**

(iii) **Primary Money Account Options.**

The Primary Money Account generally available through the Sweep Program is the Merrill Lynch Bank Deposit Program.

(iv) **Secondary Money Account Options.**

The Secondary Money Account generally available is the ISA Program.

(v) **For Business Entities that are Incorporated/Organized Outside the U.S.**

Securities Accounts that are incorporated/organized outside the U.S. may choose either the Merrill Lynch Bank Deposit Program or the International Bank Variable Rate Deposit Facility<sup>1</sup> as their Primary Money Account.

These options are not available to all clients. Jurisdictional restrictions apply. Please contact your financial advisor to determine if you are eligible to participate before selecting your Primary Money Account.

(vi) **No Sweep.** Customer may elect that Cash Balances do not sweep to the available Primary Money Account. Cash Balances (known as "free credit balances") will not earn interest or dividends. These balances will be part of the assets held in your Account which are protected by SIPC coverage (up to \$500,000 for securities and cash per customer, of which no more than \$250,000 may be cash) and excess-SIPC coverage, as described in Section (6)(E)(iv), but will not be covered by FDIC insurance.

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

(vii) **Right to Change/Suspension of Money Accounts.**

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

<sup>1</sup> Account holders who, according to our records, are or could be resident for tax purposes in the United States are unable to participate in this Primary Money Account. Deposits in this Primary Money Account are placed with Merrill Lynch Bank and Trust Company (Cayman) Limited ("MLBTC"), a bank incorporated in the Cayman Islands.

Merrill Lynch Bank and Trust Company (Cayman) Limited (Registration Number: 26981) is regulated by the Cayman Islands Monetary Authority ("CIMA") and currently maintains a Category B bank license, an unrestricted trust license and a securities investment business license. Details about the extent of our regulation by CIMA are available on request. Our registered office is at: 4th Floor Harbour Center, P.O. Box 1164 GT, North Church Street, Grand Cayman, KY1-1102, Cayman Islands. A list of names and personal details of every director of the company is available for inspection to the public at the company's registered office for a nominal fee.

Deposits held at MLBTC are not deposits within the meaning of the Federal Deposit Insurance Act (12 U.S.C. 1813(l)), are not insured or guaranteed by the U.S. Government, the FDIC, any other government agency or covered by any other deposit protection program.

Note: U.S. persons (including U.S. residents) who have an economic interest in, or signature authority over, foreign financial accounts, including an account with MLBTC, may be required to file a Report of Foreign Financial Accounts ("FBAR") with the U.S. Department of the Treasury in respect of such foreign financial accounts. In addition, U.S. persons (and non-U.S. persons obligated to file U.S. federal income tax returns) who have an economic interest in foreign financial assets on IRS Form 8938 to be filed with their U.S. federal income tax return. Clients should consult their own independent legal and/or tax advisor for further guidance regarding any U.S. disclosure and reporting obligations that clients may have with respect to their accounts, assets and other financial decisions.

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

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 Money Account; (iii) change, add or remove the Money Account available as sweep product; (iv) transfer your Money Account from one sweep product to another.

## **(D) OTHER CONSIDERATIONS REGARDING BANK DEPOSIT PROGRAMS**

(i) **Bank Deposit Programs.** There are different bank deposit programs available through your WCMA and/or BIA Account. These deposit programs offer different sweep features and levels of FDIC insurance. It's important to understand these differences. For example, the Merrill Lynch Bank Deposit Program is available as a Primary Money Account option and the ISA Program is available as a Secondary Money Account option. For more information regarding how the Primary or Secondary Money Account option works, please see Section 6(C).

(ii) **ISA Program.** If the Customer elects to invest in the ISA Program, the Customer will receive the ISA Program Fact Sheet and a list of the ISA Program participating depository institutions available from Merrill Lynch. To view a list of the depository institutions currently participating in the ISA Program, visit [www.mml.com/ISA](http://www.mml.com/ISA). Merrill Lynch's FDIC-insured affiliate BANA is on that list and others may be added from time to time. Please review these documents carefully. The ISA Program has a minimum opening deposit of \$1,000. Amounts deposited through the ISA Program, including interest paid thereon, are protected by FDIC insurance in an amount up to \$250,000 per Customer (as defined by applicable federal law) per depository institution. ISA Program deposit balances are not covered by SIPC protection. In its sole discretion, Merrill Lynch may terminate the Customer's use of the ISA Program. By choosing the ISA Program, the Customer agrees to the terms and conditions in the ISA Fact Sheet, which will be sent when the opening deposit is made. The Customer may also ask its financial advisor for an ISA Fact Sheet.

### **(iii) 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 MLBTC 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 deposits held 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 MLBDP. 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 with Advisor Program; and (6) 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.

(iv) **FDIC Insurance.** Deposits in the Merrill Lynch Bank Deposit Program and ISA Program are protected by FDIC insurance, up to applicable limits. The FDIC's standard maximum deposit insurance amount ("SMDIA") is \$250,000 per depositor, per ownership category, per bank. Any accounts or deposits maintained with the Banks in the same legal ownership category, whether directly, through other Merrill Lynch accounts or through any other intermediary, would be aggregated for FDIC insurance limit purposes. **Clients are responsible for monitoring the total amount of deposits held at the Banks in order to determine the extent of FDIC insurance coverage available to such deposits. Merrill Lynch is not responsible for any insured or uninsured portion of such deposits.** For additional information on the FDIC, visit [fdic.gov](http://fdic.gov).

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.

**Deposits placed with the Merrill Lynch Bank and Trust (Cayman) Limited are not insured or guaranteed by the FDIC.**

- (v) **Money Account Interest.** Interest for the Merrill Lynch Bank Deposit Program and ISA Program will be compounded on a daily basis and credited to the Customer's account monthly.

**(E) AVAILABILITY AND APPLICATION OF FUNDS AND DEPOSITS**

- (i) **Availability Delays.** (See Table 2) The availability of Cash Balances (for investment in a Money Account, to pay Disbursements or other amounts due) will depend on the type of deposits and Account Value of the Securities Account, is assigned, subject to certain exceptions noted in Table 2. Merrill Lynch also reserves the right to impose additional Availability Delays under certain circumstances including, among others, (i) if a question exists about whether a deposit instrument will be paid; (ii) if an emergency exists such as a failure of communications or computer equipment; and (iii) other matters beyond the control of Merrill Lynch.

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

- (ii) **Cut-Off Times for Deposits.** Deposits must be received before established cut-off times for same-day posting.

Cut-off time for deposits into any Bank of America Automated Teller Machine (ATM) nationwide or a deposit via a mobile device is typically 7:30 p.m. Eastern Time (ET).

Deposit-taking Bank of America ATMs can accept both check and cash deposits. Merrill Lynch branch offices, however, **cannot accept cash deposits.**

Cash deposited at any deposit-taking Bank of America ATM will be immediately reflected in your purchasing power. For

an explanation of purchasing power see Section 6(F)(vi), "Purchasing Power."

You may make check deposits to your WCMA account by using the MyMerrill™ mobile application with your mobile device. There is no fee to download and to use the Merrill Lynch application but you may be charged fees by your wireless service provider. Please contact your service provider for details on specific fees. For more information regarding this application, please call your financial advisor or visit [MyMerrill.com](http://MyMerrill.com)®.

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

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

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

1. From available Cash Balances;
2. From any remaining balances in the Primary Money Account and then from balances in the Secondary Money Accounts, based on the order designated by the Customer, until depleted;
3. Customers with margin accounts, from extensions of credit in the Account within its available loan value.

- (v) **Purchasing Power.**

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

1. any available Cash Balances in the Securities Account;

**TABLE 2. AVAILABILITY DELAYS — WCMA AND BIA ACCOUNTS**

Deposit Type	Account Value <\$250,000	Account Value \$250,000 to <\$1 million	Account Value \$1 million to <\$10 million	Account Value ≥\$10 million
Local Check*	2 Business Days	2 Business Days	2 Business Days	1 Business Day
Non-local Check*	4 Business Days	4 Business Days	2 Business Days	1 Business Day
ACH Credits*	2 Business Days	1 Business Day	1 Business Day	1 Business Day
Fedwire**	0 Business Days	0 Business Days	0 Business Days	0 Business Days
Account Transfer**	0 Business Days	0 Business Days	0 Business Days	0 Business Days
ATM Check Deposits	2 Business Days	2 Business Days	1 Business Day	1 Business Day
ATM Cash Deposits**	0 Business Days	0 Business Days	0 Business Days	0 Business Days
Remote Check Deposit Service	2 Business Days	2 Business Days	1 Business Day	1 Business Day
Mobile Check Deposits	2 Business Days	2 Business Days	1 Business Day	1 Business Day

\* Check deposits in excess of the transaction limits set forth below are subject to a five Business Day Availability Delay, and ACH Credits in excess of the transaction limits set forth below are subject to a four Business Day Availability Delay, to settle Disbursements from the Securities Account, regardless of tier assignment. The transaction limits, based on Account Value, are as follows:

<\$250,000: \$30,000      \$250,000 to <\$1 million: \$100,000      \$1 million to <\$10 million: \$300,000      ≥\$10 million: \$500,000

The foregoing notwithstanding, Cash Balances, regardless of Deposit Type and amount, will continue to sweep according to the standard Availability Delay tables.

\*\* Immediate availability for Disbursements, same-day availability for margin loan paydown, next-day availability for sweep to a Money Account.

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

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

- (b) **Transactions Exceeding Purchasing Power.** If a transaction exceeds the Purchasing Power, Merrill Lynch may elect to decline such a transaction. BANA may, but is not obligated to, accept such transaction as an overdraft and advance funds to Merrill Lynch, third parties or the Banks in the amount exceeding the Customer's Purchasing Power. Any overdraft is immediately due and payable to BANA.

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

1. Contact your financial advisor to transfer funds from another Merrill Lynch account (if applicable).

2. Send a check or money order payable to:

MERRILL LYNCH  
P.O. BOX 43247  
JACKSONVILLE, FL 32231-3247

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

3. Make a deposit at any Merrill Lynch branch office or Bank of America deposit-taking ATM.
4. Wire funds from an external account at another institution to your Merrill Lynch account.
5. Liquidate securities held in the account.
6. Consider upgrading to a margin account. Contact your financial advisor for current margin rates.

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

Alternatively, the Customer may elect to use LMA for overdraft purposes. The terms of the LMA loan are governed by the LMA agreement and related documents. LMA loan proceeds may not be used, directly or indirectly, to purchase, carry or trade securities in any brokerage account with Merrill Lynch. LMA loans charge interest, and may be subject to fees and other charges, all as set forth in the LMA agreement and documents.

- (c) **Overdraft.** A daily overdraft balance is calculated by starting with the beginning balance of amounts owed, adding any new overdrafts and subtracting any payments or credits received that day. The average daily balance is then calculated by adding all of the daily balances of overdrafts in that statement cycle and dividing the total by the number of days in the overdraft statement cycle.

The Customer will receive a periodic overdraft billing statement from BANA that will detail, among other

disclosures, any overdraft(s), payments and credits and the balance due.

- (vi) **Manual Investments/Manual Deposits.** You may make "manual investments" or "manual deposits" in the Money Accounts by placing a purchase order with your Merrill Lynch financial advisor. Subject to the Availability Delays described in Section 6(E)(i), manual deposits of \$1 or more may be made in the Merrill Lynch Bank Deposit Program at any time; manual deposits of \$1,000 or more may be made in the ISA Program at any time.

- (vii) **Directed Reserve Program.** WCMA Customers that have a margin loan may elect to maintain a minimum Money Accounts balance (the Directed Reserve program) by designating an amount to be maintained in their Money Accounts. Customers who elect to maintain a minimum Money Accounts balance should note that interest expense (including on any margin loan) may be subject to disallowance for tax purposes. Merrill Lynch does not offer advice on these tax issues except to recommend that the Customers consult a qualified tax advisor.

- (a) If a minimum Money Accounts balance is selected, then advances pursuant to margin loans may be made while the Customer maintains a Money Accounts balance. When selecting the minimum Money Accounts balance option and designating an amount, Customers should be aware that the rates at which interest will be charged with respect to margin loans will generally exceed the yield represented by interest paid on balances in the Merrill Lynch Bank Deposit Program or the ISA Program.
- (b) If at any time the balances in the Merrill Lynch Bank Deposit Program or the ISA Program are less than the selected minimum Money Accounts balance, then available Cash Balances and, if applicable, a margin loan will be automatically made to re-establish the minimum Money Accounts balance.

## (F) CHECK AND CARD USAGE

- (i) **General.**

- (a) **Accounts for Cards and Checks.** Customer authorizes Merrill Lynch to open accounts with BANA and any successor processing bank for check clearing, receiving ACH transactions and Cards. Customer agrees that Checks and WCMA® Business Access Visa® Debit Cards, if any, shall be used solely in conjunction with the Securities Account. The representatives of the Customer designated on the Check and/or Card Instructions (the "Instructions"), which may be provided in writing or orally, are authorized to use the Cards and/or write Checks on the Securities Account as designated by the Customer. The Customer may request up to 99 Cards per WCMA account. Cards may only be issued to account holders with an official address located in the United States or certain non-U.S. countries. Please check with your advisor to determine if you are eligible to receive a card.
- (b) **Limitation on Use of Checks and Cards.** Neither Checks nor Cards may be used to deposit funds in the Merrill Lynch Bank Deposit Program and/or the ISA Program, or to purchase, carry or trade in securities in the Account or any other Merrill Lynch account.
- (c) **Safekeeping.** The Customer shall, on a continuing basis, be responsible for the care and safekeeping of the Cards, Checks and Checking account number information and shall not permit an unauthorized person to have

access to them. The Customer shall review the periodic statements provided by Merrill Lynch, within 60 days, in order to promptly discover and report to Merrill Lynch the possible unauthorized use of said Cards and Checks. The Customer shall permit only those persons authorized in the Instructions to use Cards, to sign, prepare, complete or issue Checks on the Customer's behalf or to have access to unissued 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 Cards, Checks and Checking account number information, to review its monthly statements or to permit only designated persons to have access to or prepare, complete or issue Checks. The Customer shall notify Merrill Lynch immediately by calling one of the phone numbers provided in Section 6G(i)(d) if it believes or has reason to believe that the Customer's Cards, Checks or account number information have been used or signed by an unauthorized person. Inquiries and error allegations concerning the Account and the monthly statement should be directed only through Merrill Lynch and not through BANA or any successor processing bank.

- (d) **Lost/Stolen Checks/Cards.** If a Card, Personal Identification Number (PIN) or Checks are lost or stolen, the Customer should report the loss or other actual or possible unauthorized use of its Securities Accounts immediately by calling 866.4ML.BUSINESS (866.465.2874), which can be reached 24 hours a day, seven days a week. From outside the U.S., clients should call collect, at any time, the following number in the U.S.: 609.818.8000.

(ii) **Check Usage.**

- (a) **Signatures.** If the Customer requests that Checks be printed with two or more signature lines for countersignature purposes and/or that Checks be signed with a signature stamp or signature plate, the Customer agrees that such requirements are for the Customer's internal purposes only, and neither Merrill Lynch, BANA nor any successor processing bank shall have any responsibility or liability for the payment of any check signed with a signature stamp/plate, without a countersignature or with an unauthorized countersignature.
- (b) **Check Copies.** Checks will not be returned to the Customer. Copies may be obtained by calling 866.4ML.BUSINESS (866.465.2874) or accessed online.
- (c) **Stop Payment Procedures.** Customers may request that payment of Checks drawn on the Securities Account be stopped. In order to process a stop payment, the Customer must notify Merrill Lynch of the exact amount of the Check, the full check number, date and payee, and the full number of the Securities Account. 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 Check, then Merrill Lynch, BANA and any successor processing bank will not be responsible if the Check cannot be stopped. If a Check was not stopped for any reason and there was a timely and proper stop payment order in effect for such Check, then Merrill Lynch may, without liability, delay crediting the Securities Account until it determines the rights of the parties involved, including BANA and any successor processing bank. In addition, neither Merrill Lynch, BANA nor any successor processing bank

will be liable if, through the payment of a Check contrary to a stop payment order, any other items drawn on the Securities Account are returned unpaid.

- (d) **Post-dated and Incomplete Checks.** BANA and any successor processing bank reserve the right to pay post-dated Checks, although it is not obligated to do so. BANA and any successor processing bank also reserve the right not to pay Checks that it determines, in its sole discretion, are incomplete or improperly completed.

(iii) **Card Usage (WCMA Account Only).**

- (a) **General.** In connection with the Customer's subscription to the WCMA Service, the Customer may request that the Banks issue to the Customer one or more WCMA® Business Access Visa® cards, each with its own unique Visa number, for use by one or more Authorized Cardholders as designated by the Customer on the Visa Business Card information forms provided to Merrill Lynch.
- (b) **Ownership.** The Card(s) remain the property of the Banks and may be canceled by the Banks at any time without prior notice. The Customer agrees to surrender the Card(s) immediately upon the request of the Banks or Merrill Lynch.
- (c) **Unauthorized Visa Card Use.** The Customer has the option of assigning a Personal Identification Number ("PIN") for each Authorized Cardholder for whom a Card is requested. The Customer may be liable for the unauthorized use of its Card(s) or PIN by anyone other than its designated cardholders in an amount up to \$50. The Customer and/or Authorized Cardholders will not be liable for any unauthorized use that occurs after Merrill Lynch or the Banks have been notified orally of loss, theft or possible unauthorized use. Notice should be directed to 866.4ML.BUSINESS (866.465.2874).
- (d) **International Transactions.** Merrill Lynch will charge an international transaction fee equal to 2% of the U.S. dollar amount of all transactions that occur outside of the United States, including purchases, credits, ATM withdrawals and cash advance transactions. This fee will only apply to transactions submitted to Visa in a currency other than U.S. dollars and will be in addition to any other applicable transaction fees.

Visa transactions in a foreign currency are converted by Visa into a U.S. dollar amount in accordance with Visa's operating regulations and conversion procedures in effect at the time the transaction is processed. Visa's regulations and procedures currently provide that the currency conversion rate used is a rate selected by Visa from the range of rates available in wholesale currency markets, which rate may vary from the rate Visa itself receives, or a government-mandated rate.

The method of currency conversion is subject to change by Visa without notice. The currency conversion rate in effect on the processing date may also differ from the rate in effect on the transaction date or posting date. Transactions made in a foreign currency that are submitted to Visa in U.S. dollars will be posted to your WCMA Account in that U.S. dollar amount.

- (e) **Automated Teller Machine (ATM) service.** The Customer may elect to provide one or more debit cards for its respective WCMA account (up to 99 per account).

If the Customer has requested one or more debit cards for its respective WCMA Accounts and each cardholder has chosen a Personal Identification Number (PIN), then each cardholder will have the following ATM capabilities:

#### Any Cash-Dispense ATM

**Cash Withdrawal** — Cash withdrawals may be obtained at any cash-dispense ATM. The daily ATM cash withdrawal limit is \$500 per card, subject to the Purchasing Power of the account and the cardholders' spending limit.

#### Bank of America ATMs — Nationwide

**Deposits:** You may deposit checks and cash at any deposit-taking Bank of America ATM. Checks may also be deposited at any Merrill Lynch branch office, but cash can only be deposited at a Bank of America ATM — it cannot be accepted at any Merrill Lynch branch office.

**Purchasing Power (Available Balance) Inquiry:** You may view your account's purchasing power at most Bank of America ATMs by choosing to check your "Available Balance" on the ATM screen. Your purchasing power will be reflected at the ATM as noted in "Total Available Funds," below.

**Total Available Funds:** This is the total amount of funds available to you at the time of your ATM balance inquiry.<sup>1,2</sup>

**Personal Identification Number (PIN) Changes:** Authorized cardholders with a valid PIN will have the ability to change this PIN at most Bank of America ATMs.

- (f) **Termination of Account.** The Customer's right to use the Card(s) will be automatically terminated if the Customer's subscription to the WCMA Service is terminated by the Customer or Merrill Lynch. It is also understood that the Banks may terminate the Customer's right to use the Card(s) at any time in its discretion without prior notice. If the Customer's right to use the Card(s) is terminated for any reason, the Customer shall promptly return the Card(s) to the Banks or Merrill Lynch.
- (g) **Spending Limits and Spending Cycles.** The Customer may elect to assign predetermined spending limits and corresponding spending cycles for any of its Authorized Cardholder(s) and may have the spending cycle refreshed back to the predetermined dollar amount. If the Customer elects this option, it must notify Merrill Lynch of the requested dollar amount and designated spending cycle for each Authorized Cardholder. Such spending limits and spending cycles shall remain in effect until notice of change or revocation is delivered to Merrill Lynch. The Customer agrees that this spending limit and spending cycle service is furnished as a convenience to the Customer to provide support for the Customer's monitoring and control of business usage of the Card(s) by its designated Authorized Cardholder(s); however, the Customer remains liable for all transactions made by its Authorized Cardholder(s) even if such spending limits and spending cycles are exceeded.

- (h) **Purposes for Use of Card.** The Customer agrees that any Authorized Cardholders on the account will use the Card primarily for business purposes and will not use the Card(s) or proceeds of any cash advances obtained with the Card(s) to purchase, carry or trade securities (or repay debt incurred to purchase, carry or trade securities).
- (i) **Direct Debiting of the WCMA Account.** The Customer agrees to pay BANA for purchases made with the WCMA® Business Access Visa® Debit Card. The Customer authorizes Merrill Lynch to pay BANA from the assets in the Customer's WCMA Account. The entire amount of all card transactions will be immediately debited from the WCMA Account upon receipt by Merrill Lynch.
- (j) **Disposal of Assets.** The Customer agrees that the Customer will not dispose of assets in the WCMA Account or any other account with Merrill Lynch or its affiliates if such disposal will negatively affect the Customer's ability to pay BANA for card transactions. The Customer may continue, however, to trade securities in the WCMA Account.
- (k) **U.S. Residency.** Cards for the Securities Account will only be issued to business entities that are using an official address located either in the United States or certain non-U.S. countries. Please check with your advisor to determine if you are eligible to receive a card.

## **(G) ELECTRONIC FUNDS TRANSFERS**

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

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

- (a) The liability of banks with respect to funds transfers may be limited by law and by contract; in particular, their responsibility for processing transfers may be limited to relying upon identifying (e.g., account) numbers rather than account party names;
- (b) Customer may not be able to cancel or amend a funds transfer request once transmitted to a bank for processing; and
- (c) Federal funds wire transfers are irreversible once transmitted by a bank and may not be recoverable.

Merrill Lynch shall act as the Customer's agent in transmitting funds transfer requests to banks selected by Merrill Lynch, and the Customer shall be regarded as

<sup>1</sup> Total Available Funds is not your account value; it's the amount available for purchases and/or transactions in your account at a particular point in time.

<sup>2</sup> All WCMA Authorized Cardholders will have access to view the total WCMA Account value/purchasing power at Bank of America ATMs unless a card spending limit is established. If a spending limit is established, each Authorized Cardholder will be limited to view their respective spending limit balance when selecting a balance inquiry transaction at Bank of America ATMs. This does not affect other ATM functionality such as cash withdrawal for the Authorized Cardholder. The balance inquiry function and the ability to make deposits at the ATM are limited to Bank of America ATMs.

the “sender” of such transfers. In addition to applicable law, the Customer’s rights and obligations shall be governed by contracts that Merrill Lynch enters into with banks from time to time for funds transfers of its own and the Customer’s funds.

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

(ii) **Rejection of Payment Orders.** Merrill 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.

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

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

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

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

The Customer understands that it shall be liable for all transfers of funds, whether or not actually authorized by the

Customer, that are initiated by instructions that include the FTS Password of the Customer then in effect, as well as any and all losses and damages, direct, indirect or consequential, that arise from or are attributable to such transfers. The Customer understands and agrees that Merrill Lynch may accept debit and/or credit instructions to debit and/or credit an account in which the person(s) authorized may have an interest and Merrill Lynch shall have no obligation to ascertain the propriety of any such instructions.

## **7. TERMINATION OF THE CUSTOMER’S SUBSCRIPTION TO THE WCMA OR BIA SERVICE**

Merrill Lynch may terminate the Customer’s subscription to the WCMA or BIA Service at any time in its sole discretion. The Customer may terminate its subscription to the WCMA or BIA Service at any time upon notice to Merrill Lynch. Without limiting Merrill Lynch’s rights in this regard, the deposit of checks followed by the prompt withdrawal of funds, for the primary purpose of earning dividends or interest on Money Account balances from the time Merrill Lynch advances funds on the Customer’s behalf until checks so deposited are collected, is inconsistent with the Service. Merrill Lynch may terminate the Customer’s subscription to the WCMA or BIA Service if, in its sole judgment, it appears to Merrill Lynch that the Customer is so acting.

Merrill Lynch requires that the Customer provide transfer instructions to transfer its account to another financial institution or liquidation instructions within 30 days of receiving written notification from Merrill Lynch informing the Customer that Merrill Lynch is terminating its account and its subscription to the WCMA or BIA Service. If such instructions are not submitted by the Customer within 30 days:

- Cash and bank deposits, such as the Merrill Lynch Bank Deposit Program, the International Bank Variable Rate Deposit Facility and/or the ISA Program, will be withdrawn and the proceeds will be sent to the Customer in the form of a check;
- Equity securities eligible for Direct Registration will be issued to the Customer in statement form;
- Equity and fixed income securities eligible for certificate delivery will be issued to the Customer in that form;
- Equity and fixed income securities ineligible for certificate delivery will be liquidated;
- Any non-transferable securities, including but not limited to mutual fund positions and option contracts, will be liquidated at current market prices; and
- Sale proceeds will also be issued to the Customer in the form of a check.

Merrill Lynch recommends that the Customer consult a tax advisor to determine what result, if any, liquidation may have on the Customer’s tax situation.

Merrill Lynch will apply the proceeds of any sales to repay any amount payable by the Customer pursuant to this Agreement. Merrill Lynch shall have the right to offset any amount owed under this Agreement against any monies due to the Customer and any monies held in an account of the Customer with Merrill Lynch or any of its affiliates.

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

Upon termination of the Customer's subscription to the WCMA or BIA Service, the Customer shall promptly return all Cards and unused Checks to Merrill Lynch. Failure to return the Cards or such Checks to Merrill Lynch may result in a delay in complying with the Customer's instructions as to the disposition of the proceeds from the redemption or withdrawal of the Customer's Money Accounts balance and its Securities Account assets.

## **8. FREEZING ACCOUNTS**

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

## **9. LOW BALANCE DONATION**

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

## **10. FEES AND CHARGES**

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

No transaction charge or commission will be made with respect to deposits to or withdrawals from the Merrill Lynch Bank Deposit Program, the International Bank Variable Rate Deposit Facility or the ISA Program.

## **11. AUTHORIZATION WITH RESPECT TO CREDIT INFORMATION**

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

## **12. CONFIRMATIONS, PERIODIC STATEMENTS AND NOTICES**

The Customer will receive a monthly transaction statement (the Monthly Statement) from Merrill Lynch, which will detail all account transactions during the preceding month. As part of the WCMA Master Financial Service, a Customer may elect to

"link" one or more WCMA SubAccounts with a Master WCMA Account so that account statements for all linked accounts are mailed in a single package to the Master WCMA Account address. The Customer may receive separate account statements for each WCMA SubAccount at an address designated for each WCMA SubAccount if required. All account holders remain responsible for verifying the accuracy of their account statements, reading notices about their accounts and directing activity in their accounts. The monthly statement will include information provided by Merrill Lynch as agent for the Banks, any successor processing bank and any ISA Program participating depository institutions. In addition, Fiscal Year-End Statements will be provided to Customers, according to the Fiscal Year-End information provided. Merrill Lynch reserves the right to charge a fee for providing duplicate copies of Monthly Statements.

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

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

## **13. LIMITATIONS ON LIABILITY**

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

## **14. EXTRAORDINARY EVENTS**

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

## **15. AMENDMENTS AND ADDITIONAL DOCUMENTATION**

Merrill Lynch and the Banks (as applicable) shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions, by notifying the Customer in writing. The Customer agrees that any such Amendments shall be effective as of the date Merrill Lynch



establishes, subject to applicable law. Merrill Lynch, the Banks or their affiliates shall have the right to amend the Documents at any time with such advance notice as may be stated in the Documents, or if not stated, without prior written notice. Nothing in this Agreement shall be read to limit the right of Merrill Lynch to make any change, amendment or termination of the WCMA or BIA Service, the Agreement or the Documents. The Customer understands that there may be additional documentation required by applicable law or the policies and procedures of Merrill Lynch or the Banks. The Customer shall promptly comply with any such requests for additional documents.

## **16. MISCELLANEOUS**

### **(A) SEVERABILITY**

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

### **(B) JOINT AND SEVERAL LIABILITY**

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

### **(C) COSTS OF COLLECTION**

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

### **(D) CAPTIONS AND HEADINGS**

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

### **(E) INTEGRATION**

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

### **(F) APPLICABLE RULES AND REGULATIONS**

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

### **(G) AUTHORIZATIONS**

If the governing documents of the Customer require two or more persons to authorize the conduct of the Customer's business, or if any Authorized Representatives of the Customer are entities with such requirements, the Customer shall implement procedures to assure that any orders or other instructions (including, but

not limited to, trading, withdrawals of funds and/or other assets by check, letter of instruction, wire or Card transaction) given to Merrill Lynch are those of the Authorized Representatives (as defined in the Authorization Form) acting jointly within the extent of their authority, even if such orders or instructions are conveyed by only one Authorized Representative to Merrill Lynch.

**Merrill Lynch shall be under no duty or obligation whatsoever to verify, confirm, inquire into or otherwise assure that any instructions or orders given to it by any one Authorized Representative, or by any one individual acting on behalf of an Authorized Representative which is an entity, are authorized acts of the Customer.** In the event of conflicting instructions, Merrill Lynch reserves the right to take no action with respect to such instructions until the dispute is resolved to the satisfaction of Merrill Lynch. The Customer shall hold Merrill Lynch, its affiliates, officers, agents and employees harmless from any losses arising from Merrill Lynch's reliance on, and action taken based on, instructions from any one Authorized Representative or by any one individual acting on behalf of an Authorized Representative which is an entity.

If Merrill Lynch believes there is a dispute concerning the control or ownership of assets in the Customer's Securities Account, Merrill Lynch may, but is not obligated to, take one or more of the following actions, without any liability, until such dispute is resolved to our satisfaction:

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

### **(H) SPECIAL ACCOUNTS**

Merrill Lynch has modified the conditions of the WCMA or BIA Service for certain group plans and different categories of Customers. Merrill Lynch may charge Customers different fees from those charged to other participants in the WCMA or BIA Service. Merrill Lynch may make available different Money Accounts and other services and features. It is anticipated that Merrill Lynch will continue to offer modified versions of the WCMA or BIA Service.

### **(I) THIRD-PARTY RESEARCH**

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

### **(J) SUBSTITUTE PAYMENTS**

Merrill Lynch will aim to reduce the occurrence of circumstances that lead to its clients receiving substitute interest or dividend payments for their securities in lieu of payments from the issuer of the securities. For municipal securities, we may do so by informing clients when such circumstances arise in a transaction, and giving clients the opportunity to instruct us to either: (i) cancel and correct the transaction in question if a cancellation and correction can reasonably be executed or (ii) purchase a comparable security if a comparable

security is available for purchase. There may be circumstances where a transaction cannot reasonably be cancelled or corrected or a comparable security is not available for purchase, which may lead to clients receiving substitute payments for their securities in lieu of payments from the issuer of the securities. In addition, clients may receive substitute payments for their securities under a number of circumstances in normal business activities that may create a temporary shortfall that results in Merrill Lynch holding an insufficient amount of the securities at the Depository Trust Company to enable all our clients to receive the actual payment from the issuer of the securities. Under such circumstances, we have established policies and procedures to determine which clients to allocate substitute payments to. Clients who receive a substitute payment will see the payment indicated as such in their account statements. Merrill Lynch is committed to ensuring that its clients are not adversely impacted by their receipt of substitute payments. Therefore, to the extent substitute payments are made to our clients, Merrill Lynch will "gross up" substitute payments after the close of the year the payments are made with an objective to compensate you for any federal, state, or local 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.

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

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

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 most timely 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 all 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.

\*As of January, 2021, the EEA consists of Member States of the EU as well as Iceland, Liechtenstein and Norway and may change.

#### **(L) REFERRAL POLICY**

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

#### **(M) COMPLIANCE WITH APPLICABLE LAWS**

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

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

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

#### **(O) 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.

#### (P) 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 this 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.

#### (Q) 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.

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

The Customer represents that no one except the Customer (or the beneficial owner(s) if signed in a representative capacity) has an interest in the account or accounts of the Customer with Merrill Lynch. If this account is beneficially owned by any person who is a U.S. Securities Exchange Act of 1934 Section 16 reporting person of a U.S. public company, the Customer represents that no funds or assets belonging to such U.S. public company, or any entity affiliate of such U.S. public company, will be invested through this Securities Account. If the Customer is a sole proprietor, the Customer represents that the Customer is of legal age to contract in the Customer’s jurisdiction of residence. The Customer represents that no person having an ownership interest in the 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.

To the extent applicable, if the Customer is a series limited liability company (LLC) or a limited liability partnership (LLP), or a series of a series LLC or an LLP, then the Customer agrees that it has not and will not, nor has or will the LLC or LLP or any of its series, amend the underlying LLC or LLP agreement, the certificate of formation or other similar document, or enter into any other agreement, that would permit for debts of the LLC, LLP or any of its series to be enforceable against other series or the LLC or LLP as a whole, and vice versa.

## **18. APPLICABLE LAWS**

**This Agreement, with respect to all aspects of the WCMA or BIA Service, including margin interest charges, shall be governed by and construed in accordance with the laws of the State of New York, except as follows: The terms of the agreements with Bank of America, N.A., are governed by federal and North Carolina law and the terms of the agreement with Bank of America California, N.A., are governed by federal law.**

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

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

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators may include a minority of arbitrators who were, or are, affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. You agree that all controversies that may arise between us shall be

**determined by arbitration. Such controversies include, but are not limited to, those involving any transaction in any of your accounts with Merrill Lynch, or the construction, performance or breach of any agreement between us, whether entered into or occurring prior, on or subsequent to the date hereof.**

**Any arbitration pursuant to this provision shall be conducted only before the Financial Industry Regulatory Authority, Inc. (FINRA), or an arbitration facility provided by any other exchange 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 before the expiration of five days after receipt of a written request from Merrill Lynch to make such election, then Merrill Lynch may make such election.**

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

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.**

## **20. CUSTOMER INFORMATION AND DUE DILIGENCE**

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

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

# Merrill Lynch Bank Deposit Program Disclosure

This section describes the manner in which free credit balances of customers of the Working Capital Management Account (WCMA®) Financial Service, which includes the WCMA Account and WCMA SubAccounts, will be deposited in bank deposit accounts established in the name of Merrill Lynch as your agent at either BANA and/or BA-CA, by Merrill Lynch. This feature is called the Merrill Lynch Bank Deposit Program.

If you subscribe to the Merrill Lynch Bank Deposit Program for your WCMA Account or WCMA SubAccount, Merrill Lynch, as your agent, will establish two bank deposit accounts on your behalf at BANA and/or BA-CA: (1) a DDA; and (2) an MMDA. The DDAs and MMDAs established through the Merrill Lynch Bank Deposit Program are each a Deposit Account.

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.

## 1. HOW THE PROGRAM WORKS

### (A) DEPOSITS

The timing of the deposit of available free credit balances will be as set forth in the BIA and WCMA Financial Service Account Agreement and Program Description.

For Securities Accounts, free credit balances of up to \$246,000 are remitted automatically for deposit by Merrill Lynch, acting as your agent, to your Deposit Accounts established by Merrill Lynch at BANA. Merrill Lynch will make this deposit on your behalf without reference to the amount deposited with BANA through any other amounts you may have on deposit with BANA. If your Deposit Account balances with BANA reach \$246,000, then free credit balances are remitted for deposit to your Deposit Accounts established by Merrill Lynch at BA-CA, until Deposit Account balances at BA-CA (from your Securities Account) reach \$246,000. If your Deposit Account balances at BA-CA (from your Securities Account) reach \$246,000, subsequent funds will be deposited in your Deposit Accounts at BANA, even if the amounts then deposited in BANA through the Merrill Lynch Bank Deposit Program exceed \$250,000.

All deposits made to the Deposit Accounts will be made to your MMDAs, except as described under "Transfers and Withdrawals."

### (B) TRANSFERS AND WITHDRAWALS

Withdrawals will be made from your DDAs by Merrill Lynch as your agent as necessary to satisfy debits (securities purchases, Checks, Visa and other charges as applicable) in your Securities Account. If you have Deposit Accounts only with BANA, then withdrawals will be made from your Deposit Accounts at BANA. In general, if you have Deposit Accounts at both BANA and BA-CA, withdrawals will be made from your Deposit Accounts in the reverse of the order in which deposits are made to the accounts.

If funds in a DDA are insufficient to satisfy a debit, funds in the MMDA at either BANA or BA-CA will be transferred to the DDA at BANA or BA-CA to satisfy the pending 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 the MMDAs at BANA or BA-CA have reached the applicable limit, funds will be transferred from all MMDAs you have at BANA or BA-CA to the related BTAs. For the remainder of the month, free credit balances in your Securities Account will be deposited in your DDAs instead of the MMDAs as described above. At the beginning of each month, all funds in the DDAs (less \$1) will be transferred to the MMDAs. The limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at BANA or BA-CA through the Merrill Lynch Bank Deposit Program.

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

The DDAs and MMDAs are not transferable.

## Additional Disclosures — Merrill Lynch Bank Deposit Program

### 1. INTEREST RATES AND YIELDS

Interest rates paid on deposits in the MLBD Program are determined at the discretion of BANA and BA-CA based on economic and business conditions. Interest rates may change daily. The current yield on any deposits held in the MLBD Program is included on your Merrill Lynch account statement. Recent yields may be accessed on [mymerill.com](http://mymerill.com) (see the "Deposit Account & Money Fund Rates" link at the bottom of each page) or by contacting your financial advisor. Balances in the BTAs and MMDAs at BANA and BA-CA will earn the same interest rate and rate of return.

Interest rates are based on economic and business conditions, and interest rates will be tiered based upon your relationship with Merrill Lynch and Bank of America as determined by the value of assets in your account(s), or Financial Relationship as described in Section 6(B). (Clients enrolled in IA Programs will be assigned to the Tier 5 interest rate on Cash Balances swept to the Merrill Lynch Bank Deposit Program). Generally, deposits of clients in higher tiers (as defined in the BIA and WCMA Financial Service Account Agreement and Program Description) will receive higher interest rates than deposits of clients in lower tiers. The valuation process does not apply to deposits from accounts enrolled in IA Programs, these accounts will be assigned to the Tier 5 interest rate. For more information on tiering, please see Section 6(B) of the BIA and WCMA Financial Service Account Agreement and Program Description.

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

Recent yield information is included on your Merrill Lynch account statement. You can also access current interest rate information on [MyMerrill.com](http://MyMerrill.com) (see the "Deposit Account & Money Fund Rates" link at the bottom of each page) or by contacting your financial advisor.

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

## 2. ACCOUNT STATEMENTS AND INFORMATION

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

You may obtain information about your accounts with either BANA and/or BA-CA, including balances and checking activity, by calling your financial advisor or 866.4ML.BUSINESS (866.465.2874).

## 3. YOUR RELATIONSHIP WITH MERRILL LYNCH

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

Checks clear through the check writing facility provided for your BIA or WCMA Account, which results in debits directly against your account at Merrill Lynch. As central asset accounts, the BIA and WCMA Accounts are investment and money management vehicles. The Visa Card and checking features are intended to provide you with easy access to assets in your account. BIA and WCMA Accounts are not bank accounts. Checks are provided to you by Merrill Lynch and not by either BANA or BA-CA. In addition, all transactions are effected through Merrill Lynch, as agent, and not directly between you and either BANA or BA-CA.

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

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

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

## 4. OTHER INVESTMENT OPTIONS

Merrill Lynch offers a number of investment alternatives that may be considered comparable to cash deposits held at BANA and/or BA-CA and some of these alternatives may pay a higher return than the interest rate paid on bank deposit balances held at BANA and/or BA-CA. Please discuss these and other investment alternatives with your financial advisor.

## 5. ABOUT DEPOSIT INSURANCE

### (A) FDIC INSURANCE

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

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

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

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

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

## **(B) IMPORTANT DEPOSIT INSURANCE CONSIDERATIONS**

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

If you have other BIA or WCMA Accounts (same depositor, same ownership category) that sweep funds to BANA and BA-CA, you should note that remittances of funds from these accounts are made by Merrill Lynch, as your agent, on an automated and independent basis. Merrill Lynch will not monitor and adjust deposits with BANA and BA-CA to achieve the greatest deposit insurance coverage for you between or among your BIA and/or WCMA Accounts. Customers with more than one BIA and/or WCMA Account that sweeps available Cash Balances to BANA and BA-CA should consider various alternatives to lessen the amount of their uninsured deposit balances. These alternatives may include selecting a different Money Account into which available Cash Balances for their second (or additional) accounts are swept, if available, and carefully monitoring and periodically adjusting the amount of their deposit balance with BANA and BA-CA.

## **(C) PAYMENTS UNDER ADVERSE CIRCUMSTANCES**

Merrill Lynch is not a bank and FDIC deposit insurance only covers the failure of an FDIC-insured bank. In the event that FDIC insurance payments become necessary, the FDIC is required to pay principal plus unpaid and accrued interest to the date of the closing of the relevant depository institution as prescribed by law and applicable regulations. 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.

## **(D) ADDITIONAL INFORMATION FROM THE FDIC**

If you have questions about FDIC insurance coverage, you may obtain information by contacting the FDIC by letter at Deposit Insurance Outreach, Division of Depositor and Consumer Protection, 550 17th Street, N.W., Washington, D.C. 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).

# **Margin Truth-In-Lending Disclosure Statement**

## **1. RATES**

Interest will be charged for any loan extended to the Customer, whether for the purpose of buying, trading or carrying securities or for other purposes, including transfer of cash to your other accounts.

The Customer's interest rate will be the current Merrill Lynch Base Lending Rate (BLR) plus a supplementary percentage or "spread" based on (1) the Customer's average daily loan or debit balance; and (2) the value of the assets and liabilities in the Customer's "Relationship Group" at the time that the Customer's account is approved for the Margin Lending Program or when the Customer's Relationship Group is reset, which can be done at the Customer's request. The Customer's "Relationship Group" is defined as: (i) the Customer's accounts at Merrill Lynch, and (ii) in Merrill Lynch's discretion, the Customer's accounts and eligible accounts of others in the Customer's household at Merrill Lynch and Merrill Lynch's affiliates, such as Bank of America, N.A. The BLR is adjusted weekly with reference to commercial interest rates and market conditions. Please note that the Customer's spread will not automatically be updated to reflect changes in the value of the assets and liabilities in the Customer's Relationship Group over time. To obtain the current BLR, understand what accounts are currently in your Relationship Group, request that other accounts be added to or removed from your Relationship Group, or to have the value of your Relationship Group reset, call your financial advisor or 800.MERRILL (800.637.7455).

The following table shows the supplementary percentage or spread that will be added to the BLR based on different average daily loan or debit balances and Relationship Group values. The spreads depicted in this table are as of February 22, 2022, and are subject to change in Merrill's discretion.

	Tiers	DEBIT BALANCE			
		<\$100M	\$100M – \$999M	\$1MM – \$4.99MM	≥\$5MM
Relationship Group Value	<\$100M	8.500	7.750	6.750	5.500
	\$100M – \$249M	8.250	7.500	6.500	5.250
	\$250M – \$499M	8.000	7.250	6.250	5.000
	\$500M – \$749M	7.750	7.000	6.000	4.750
	\$750M – \$999M	7.500	6.750	5.750	4.500
	\$1.0MM – \$2.49MM	7.250	6.500	5.500	4.250
	\$2.5MM – \$4.99MM	7.000	6.250	5.250	4.000
	\$5.0MM – \$7.49MM	6.875	6.125	5.125	3.875
	\$7.5MM – \$9.99MM	6.875	6.125	5.125	3.875
	\$10MM – \$14.99MM	6.750	6.000	5.000	3.750
	\$15MM – \$24.99MM	6.750	6.000	5.000	3.750
	\$25MM – \$49.99MM	6.500	5.750	4.750	3.500
	\$50MM – \$99.99MM	6.500	5.750	4.750	3.500
	≥\$100MM	6.250	5.500	4.500	3.250

The rates shown may vary in individual situations at Merrill Lynch's discretion.

The Customer's account statement will show the interest rate applied, the average daily loan balance, the number of days the loan was outstanding, and the actual interest charged to the Customer's Securities Account for the charge period. If there was a change in the BLR during the charge period, the Customer's account statement will itemize that information for each rate applied during the charge period.

## 2. ADJUSTMENT OF RATE WITHOUT PRIOR NOTICE

*The Customer's total interest rate is subject to change without notice in accordance with changes in the BLR, the Customer's average daily loan balance, or the value of the accounts in the Customer's Relationship Group if or when that information is reset. If there is a change in the BLR during a charge period, the Customer will be charged the new interest rate for the remainder of the charge period or until another change in the BLR occurs. If the Customer's rate is changed for any reason other than those described in this paragraph or in the case of concessions granted at the discretion of Merrill Lynch, the Customer will receive a written notice at least 30 days before the change.*

## 3. CHARGE PERIOD

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

final day of the statement period is the prior Business Day; (2) in December, when the final day of the statement period is the last Business Day of the year; and (3) for accounts that receive calendar month-end statements, the final day of the statement period is the last Business Day of the calendar month.

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

## 4. COMPUTATION OF CHARGES

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

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

- (A) The market value of securities that are sold "short" by a Customer are adjusted daily for credit purposes by a process called "marking to the market." "Short sales against the box" are treated in exactly the same way as short sales. The market values of all securities sold short in the Securities Account, including securities sold short against the box, are treated as a debit for the purpose of calculating interest charges. In other words, the closing market value of the securities that were



sold short against the box is determined each Business Day and, depending upon whether the market value increased or decreased, the change in the market value is either added to the net debit balance or subtracted from the net credit balance in order to calculate interest charges. The market value of long securities in the Securities Account against which a short sale is made is not included in the computation of interest charges. If the total market value of the securities sold short increases, then the debit adjustment to the net balance will increase by the same amount for the calculation of interest charges. Conversely, if the total market value of the securities sold short decreases, then the debit adjustment to the net balance will also decrease by a like amount for the calculation of interest charges. These upward or downward adjustments of balances are for credit calculation purposes only. Except as noted in the following section, "Sales Not Long," in computing interest charges, Merrill Lynch offsets any credit balance in any of the Customer's securities accounts with Merrill Lynch standing in the same name.

## 6. SALES NOT LONG

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

## 7. OPTIONS

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

## 8. NON-AUTOMATIC CASH SWEEP FUNDS

A non-cash sweep (for example, Preferred Deposit) is a transfer by you of cash (i.e., free credit balances) from your account at Merrill to a non-cash sweep bank deposit account and/or to a money market mutual fund(s) that works as follows. You will be required to give us a specific order, authorization, or draft that we enter either (i) to transfer funds to the non-cash sweep bank deposit account, or (ii) in the case of money market mutual funds, to enter a buy order to obtain new shares and a sale order to obtain cash. Non-Cash sweeps are not a part of the Sweep Program in which you may be enrolled. In addition,

if you fail to redeem /make a withdrawal from a non-cash sweep to satisfy any open obligations in your account, then this would lead to margin interest charges in margin accounts, or overdrafts in cash and margin accounts. Nothing in this paragraph should be viewed or considered to waive or limit any rights we have in your accounts as described in this Agreement, including but not limited to, any security interests or liens we may have in your account, liquidation rights, ability to charge fees, or impose limitations on your account(s).

## 9. LIENS AND ADDITIONAL COLLATERAL

- (A) Securities and other property in any of your accounts with us, except for those held in retirement accounts, such as IRAs, are collateral for any debit balances in any of the Customer's accounts. A lien is created by these debits to secure the amount owed to Merrill Lynch. Merrill Lynch retains the right to require additional collateral any time Merrill Lynch deems it necessary for its protection. These maintenance calls can be met by the prompt delivery of either additional acceptable securities or cash.
- (B) In accordance with the terms of this Agreement, should the equity in the Customer's account(s) fall below minimum maintenance requirements for the Margin Lending Program, securities in the Customer's account(s) may be sold to reduce or satisfy the debit balance. At present, Merrill Lynch's minimum maintenance requirement for most stocks eligible for the Margin Lending Program is 30% of their current market value or \$3 per share, whichever is greater. Customers should consult their financial advisor for information about minimum requirements for other types of securities or transactions.

# Securities-Based Loan Disclosure Statement

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

### OVERVIEW

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

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

Please carefully review your loan agreement and speak to your financial advisor regarding any questions or concerns before trading securities in a margin account or otherwise using leverage.

### MARGIN

When you purchase securities, you may pay for the securities in full, or if your account has been established as a margin account with the Margin Lending Program, you may borrow part of the

purchase price from Merrill Lynch, thereby “leveraging” your investment. If you choose to borrow funds for your purchase, Merrill Lynch’s collateral for the loan will be the securities purchased, other assets in your margin account, and your assets in any other accounts at Merrill Lynch other than retirement accounts, such as IRAs. If the securities in your margin account decline in value, so does the value of the collateral supporting your loan, and, as a result, Merrill Lynch can take action, including issuing a margin call and/or selling securities in your accounts with Merrill Lynch to maintain the required equity in your account.

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

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

### **BORROWING FOR PURPOSES OTHER THAN MARGIN**

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

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

### **INTEREST RATES**

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

Interest rates are usually based on an index plus or minus a percentage. The index may be an internal one, such as our Base Lending Rate for margin, or an external one, such as the one-month Bloomberg Short-Term Bank Yield Index (BSBY), or any such other successor index rate as determined by lender. In either case, your interest rate can change without notice to you if the index changes. A fixed rate of interest may be available with certain loan programs.

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

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

### **MAINTENANCE REQUIREMENTS**

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

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

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

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

## **Margin Risk Disclosure Statement**

In accordance with FINRA requirements, Merrill Lynch is furnishing this information to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin terms in this agreement. As used below, “we” or “us” refer to Merrill Lynch.

When you purchase securities, you may pay for the securities in full, or you may borrow part of the purchase price from Merrill Lynch if your account has been established as a margin account with the Margin Lending Program. If you choose to borrow funds, the securities purchased are the collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, we can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with us, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- **You can lose more funds than you deposit in your margin account.** A decline in the value of securities that are purchased on margin may require you to provide additional funds to us to avoid the forced sale of those securities or other assets in your account(s).
- **We can force the sale of securities or other assets in your account(s).** If the equity in your account falls below the maintenance margin requirements or our higher “house” requirements, we can sell the assets in your accounts with

Merrill Lynch to cover the margin deficiency. For margin loans, we can sell the assets in any of your accounts held by Merrill Lynch. For other securities-based loans, you should check your loan agreement. You also will be responsible for any remaining loan balance in the account after such a sale.

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

If you have any questions or concerns about margin and the Margin Lending Program, please contact your Merrill Lynch financial advisor.

## APPENDIX A — WCMA ACCOUNT FEES<sup>1</sup>

The following fees will be charged in addition to brokerage commissions, fees, mark-ups and mark-downs in connection with securities transactions in the WCMA Account and WCMA SubAccount. The listed fees below do not include commissions, markups, commission equivalents or advisory fees.

Description	WCMA Account Fees	WCMA SubAccount Fees
Account Fee (per account)	\$300 annually -or- \$25 monthly	\$150 annually -or- \$12.50 monthly
<b>Transaction Fees</b>		
Check Writing	No Fee	\$0.35 per item
Check Deposits — U.S. Currency	No Fee	\$0.35 per item
Check Deposits — Non-U.S. currency, same country and currency	\$15 per item	\$15 per item
Check Deposits — Non-U.S. currency, different country than currency	\$75 per item	\$75 per item
Check Order — Wallet	No Fee	No Fee
Specialty Check Order	No Fee	No Fee
Non-sufficient Funds — Check Returned	No Fee	No Fee
Return Check Deposit Fee	No Fee	No Fee
Stop Payment Fee	\$25 per item	\$25 per item
Copies of Canceled Checks	No Fee for the first 15 requested per calendar year, \$3 per check copy thereafter	No Fee for the first 15 requested per calendar year, \$3 per check copy thereafter
Domestic and International Fedwires (Outgoing) — U.S. currency	\$30 per item—Branch office initiated	\$30 per item—Branch office initiated
International Fedwires (Outgoing) — Non-U.S. currency	No Fee	No Fee
Domestic Fedwires (Incoming)	No Fee	No Fee
Non-sufficient Funds — Funds Transfer Service Returned	No Fee	No Fee
ACH Credits	No Fee	200 free per month, \$0.12 per item thereafter
ACH Debits	No Fee	200 free per month, \$0.12 per item thereafter
ACH Deposit Return Fee	No Fee	No Fee
Visa International Transaction Fee	2% of the U.S. dollar amount of all transactions occurring outside the U.S.	2% of the U.S. dollar amount of all transactions occurring outside the U.S.

<sup>1</sup> Fees are subject to change. Additional account and service fees may apply.

Description	WCMA Account Fees	WCMA SubAccount Fees
Cash Advance Fee (Non-ATM)	0.25% of principal, \$2.50 minimum fee	0.25% of principal, \$2.50 minimum fee
ATM Transactions	No Fee for the first 52 ATM transactions per calendar year, \$1 per transaction over 52. ATM transactions at Bank of America ATMs do not count toward this annual allotment. ATM fees are waived at Bank of America ATMs. (Applies to ATM surcharges only. Foreign exchange and cash advance fees may still apply.)	No Fee for the first 52 ATM transactions per calendar year, \$1 per transaction over 52. ATM transactions at Bank of America ATMs do not count toward this annual allotment. ATM fees are waived at Bank of America ATMs. (Applies to ATM surcharges only. Foreign exchange and cash advance fees may still apply.)
Monthly Account Statement	No Fee	No Fee
Fiscal Year-end Summary Statement	No Fee	No Fee
Duplicate Statement <sup>2</sup>	One free per month, \$5 per item thereafter	One free per month, \$5 per item thereafter
<b>Optional Services</b>		
WCMA® Business Access Visa® Card	No Fee—up to 99 cards per account	No Fee—up to 99 cards per account
Online Services	No Fee	No Fee
<b>Remote Check Deposit Service<sup>3</sup></b>		
Set Up Fee	\$125 (one time)	\$125 (one time)
Maintenance Fee (monthly)	\$50 per location up to 5 accounts, \$10 per account thereafter	\$50 per location up to 5 accounts, \$10 per account thereafter
<b>Miscellaneous</b>		
Account Transfer Fee	\$95 per account	\$95 per account
Payment Extension	\$25	\$25
Delivery of Non-Government Securities — Not Direct Registration System (DRS) <sup>4</sup> Eligible or Participating	\$500 per security for a certificate	\$500 per security for a certificate
Delivery of Non-Government Securities — Direct Registration System (DRS) <sup>4</sup> Eligible	\$25 per security	\$25 per security
Bond Coupon Deposit	\$5 per issue	\$5 per issue
Mandatory Exchange	\$50 per security	\$50 per security
Voluntary Exchange	\$30 per security	\$30 per security

<sup>2</sup> There is no per item fee when one of the following conditions apply:

- Account has the FBE Trait
- Financial Relationship is a Tier 3 or Tier 4
- Account is enrolled in an IA Program

<sup>3</sup> Subject to Terms and Conditions of the Remote Check Deposit Service Agreement.

<sup>4</sup> DRS eligibility is determined by the issuer of the stock.

## APPENDIX B — BIA ACCOUNT FEES<sup>1</sup>

The following fees will be charged in addition to brokerage commissions, fees, mark-ups and mark-downs in connection with securities transactions in the BIA Account. The listed fees below do not include commissions, markups, commission equivalents or advisory fees.

Description	BIA Account Fees
Account Fee (per account)	\$125 annually -or- \$10.40 monthly
<b>Transaction Fees</b>	
Check Writing	No Fee
Check Deposits — U.S. Currency	No Fee for the first 10 checks processed per month, \$0.35 per check thereafter
Check Deposits — Non-U.S. currency, same country and currency	\$15 per item
Check Deposits — Non-U.S. currency, different country than currency	\$75 per item
Check Order — Wallet	No Fee
Specialty Check Order	No Fee
Non-sufficient Funds — Check Returned	No Fee
Return Check Deposit Fee	No Fee
Stop Payment Fee	\$25 per item
Copies of Canceled Checks	No Fee for the first 15 requested per calendar year, \$3 per check copy thereafter
Domestic and International Fedwires (Outgoing) — U.S. currency	\$30 per item—Branch office initiated
International Fedwires (Outgoing) — Non-U.S. currency	No Fee
Domestic Fedwires (Incoming)	No Fee
Non-sufficient Funds — Funds Transfer Service Returned	No Fee
Monthly Account Statement	No Fee
Fiscal Year-end Summary Statement	No Fee
Duplicate Statement <sup>2</sup>	One free per month, \$5 per item thereafter
ACH Credits	No Fee for the first 200 items processed per month, \$0.12 per item thereafter
ACH Debits	No Fee
ACH Deposit Return Fee	No Fee
<b>Optional Services</b>	
Online Services	No Fee

<sup>1</sup> Fees are subject to change. Additional account and service fees apply.

<sup>2</sup> There is no per item fee when one of the following conditions apply:

- Account has the FBE Trait
- Financial Relationship is a Tier 3 or Tier 4
- Account is enrolled in an IA Program

Description	BIA Account Fees
<b>Remote Check Deposit Service<sup>3</sup></b>	
Set Up Fee	\$125 (one time)
Maintenance Fee (monthly)	\$50 per location up to 5 accounts, \$10 per account thereafter
<b>Miscellaneous</b>	
Account Transfer Fee	\$95 per account
Payment Extension	\$25
Delivery of Non-Government Securities — Not Direct Registration System (DRS) <sup>4</sup> Eligible or Participating	\$500 per security for a certificate
Delivery of Non-Government Securities — Direct Registration System (DRS) <sup>4</sup> Eligible	\$25 per security
Bond Coupon Deposit	\$5 per issue
Mandatory Exchange	\$50 per security
Voluntary Exchange	\$30 per security

<sup>3</sup> Subject to Terms and Conditions of the Remote Check Deposit Service Agreement.

<sup>4</sup> DRS eligibility is determined by the issuer of the stock.



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