

Self-Directed Brokerage Account Agreement

1. Definitions

This Self-Directed Brokerage Account Agreement (the “SDBA Agreement”) sets forth the terms and conditions governing the Self-Directed Brokerage Account (“SDBA”) with Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”), a registered broker-dealer and a wholly-owned subsidiary of Bank of America Corporation (“Bank of America”). The Customer (“Customer”) agrees to read this SDBA Agreement and keep it for its records because, by signing it, the Customer is agreeing to the terms contained in this SDBA Agreement. “Customer” means a plan participant who has entered into this SDBA Agreement with respect to a SDBA.

The SDBA is offered to participants in qualified plans under Internal Revenue Code (“IRC”) Section 401(a) (with a related trust which qualifies under IRC Section 501(a)) who desire to self-direct their investments in such qualified plan. The SDBA links together two components: (1) a securities account, and (2) a sweep of available free credit balances to a sweep fund (“Sweep Fund”).

To open an SDBA, the Customer must execute a Self-Directed Brokerage Account Application pursuant to which MLPF&S will open a cash securities account for the Customer (the “Securities Account”). MLPF&S reserves the right to alter or waive the terms and conditions of the SDBA and also reserves the right to reject any application for an SDBA or any of its features for any reason. A Customer enrolled in a Self-Directed Brokerage Account maintained with a Merrill advisor (“Self-Directed Brokerage Advisor Advantage Account”), must also have such account enrolled in the Merrill Lynch Investment Advisory Program; otherwise, purchases will not be permitted in the Self-Directed Brokerage Advisor Advantage Account. However, if at any time the Self-Directed Brokerage Advisor Advantage Account is not enrolled in the Merrill Lynch Investment Advisor Program, the Customer will still be permitted to hold and sell investments in, make cash contributions to, and transfer cash from core plan investments to, the Self-Directed Brokerage Advisor Advantage Account.

The Customer hereby acknowledges that the SDBA will operate substantially as follows and agrees and consents to the following terms and conditions.

2. Charges

a. Annual fee

An annual fee may apply to the SDBA. Please refer to the SDBA Fee Schedule found on Benefits Online®, viewable at www.benefits.ml.com, for information about applicable fees. The annual fee may be charged against a Customer’s SDBA in the manner set forth in Section 4b below, or against a Customer’s account balance in the qualified plan under which this SDBA is established.

b. Other charges

Fees may be charged for securities transactions in the Securities Account. Please refer to the SDBA Fee Schedule for information about applicable securities transaction fees. No transaction charge or commission will be incurred with respect to the purchase or redemption of Money Fund (defined below) shares. The annual fee may be charged against a Customer’s SDBA in the manner set forth in Section 4b below, or against a Customer’s account balance in the qualified plan under which this SDBA is established.

c. Fee changes

MLPF&S reserves the right to change its fees including any applicable annual 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.

3. Securities account

a. General

The Securities Account is a conventional MLPF&S securities account that may be used to purchase, sell and hold securities and other investments available from or through MLPF&S and eligible for a SDBA. The Customer agrees to pay applicable brokerage fees for securities transactions in the Securities Account.

To process orders to purchase securities, the Securities Account must contain available funds (“Available Funds”) equal to or greater than the purchase price of said securities prior to placement of orders. “Available Funds” means the sum of free credit balances and balances in the Sweep Fund (defined below) and the Money Funds, plus funds receivable from settled sales, minus the total of funds needed to pay for recent purchases and funds needed to pay for any open orders and uncleared deposits.

Any order accepted and/or executed without sufficient funds in the SDBA will be subject, at the discretion of MLPF&S, to cancellation or liquidation. The Customer is responsible for all orders, including any orders that exceed Available Funds in the SDBA.

Certain investment types and strategies are ineligible in an SDBA. You can find the ineligible investment and strategy list on your retirement plan's website at www.benefits.ml.com, it is also available through the Retirement Benefits Contact Center or your Merrill advisor. Furthermore, limits may be placed on the Customer's ability to buy, sell, transfer and hold certain low-priced securities, as identified by Merrill.

The Securities Account will be maintained pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"), the Board of Governors of the Federal Reserve System, the New York Stock Exchange, Inc., and the Financial Industry Regulatory Association ("FINRA"), as well as the policies and procedures of MLPF&S.

All Securities Accounts opened shall be subject to the direction of the Customer and its designees for all purposes. Except as set forth and mutually agreed to in the Merrill Lynch Investment Advisory Program documentation, it is expressly understood and agreed that MLPF&S does not, nor will it, have discretionary authority or control with respect to the Customer's investments and also that MLPF&S does not, nor will it, render advice on a regular basis that is individualized for the Customer pursuant to a mutual agreement, arrangement or understanding that such advice shall serve as a primary basis for investment decisions by the Customer.

Notwithstanding the foregoing, from time to time, all brokerage firms receive late and/or erroneous reports from exchanges or market makers. The Customer understands and agrees that the status of orders that are not reported as having expired, been cancelled, or been executed, may be changed in response to such late reports to reflect what actually occurred in the marketplace with respect to such orders.

b. Sweep Fund

Merrill offers you the option of selecting a vehicle for investment or deposit of free credit balances (a "Sweep Fund") from a choice of a no-load, short-term money market investment ("Money Funds") and where applicable an FDIC-insured bank deposit vehicle offered by MLPF&S for that purpose in the Self-Directed Brokerage Account. The available Sweep Funds are listed in the Self-Directed Brokerage Account Application. MLPF&S may change the available funds from time to time; provided, however, that any change in the Sweep Funds available for the Self-Directed Brokerage Account will be made in a manner that is consistent with the status of MLPF&S as a non-fiduciary service provider. I affirmatively consent to having free credit balances in my Self-Directed Brokerage Account automatically invested in the Sweep Fund chosen by me in the Self-Directed Brokerage Account Application. A prospectus and/or Fact Sheet for such investment is available to you upon request.

i) Sweep Fund and Money Fund Transactions

"Available free credit balance" means any cash that may be transferred out of the Securities Account without giving rise to interest charges. Subject to the availability of funds placed into the Securities Account described below under "Funds Availability," any available free credit balance held in the Securities Account of the Customer will be (i) applied toward the payment of pending securities transactions or other charges in the Securities Account; and then (ii) automatically invested in the Sweep Fund which shall be a money market mutual fund or FDIC-insured bank deposit accounts (which may be a bank affiliated with Bank of America) made available by MLPF&S for the sweep of free credit balances. MLPF&S will notify the Customer in advance of any change to the Customer's Sweep Fund. In the event MLPF&S elects to change the available Sweep Fund, the Customer authorizes MLPF&S to redeem and/or withdraw any shares or funds held in the prior Sweep Fund and to reinvest them in the new Sweep Fund.

To the extent that funds are automatically invested in, or deposited through, the Customer's Sweep Fund, these investments will be made on each day that both MLPF&S and the Money Funds or participating depository institutions are open for business. Shares of the Money Funds will be redeemed at their net asset value. Money Fund balances will be automatically redeemed or withdrawn to satisfy obligations arising in connection with the Securities Account. Money Fund balances will also be automatically redeemed or withdrawn as necessary to satisfy amounts owed in connection with the SDBA (such as debit balances in the Securities Account, or investments or deposits made for the Customer that are later reversed). Automatic redemptions or withdrawals will be made first from the Customer's Sweep Fund and then, to the extent necessary, from other Money Funds. Unless the Customer instructs MLPF&S otherwise, redemptions or withdrawals from Money Funds, other than any Money Fund that may serve as the Sweep Fund, will be made in the order the Money Funds were established by the Customer.

MLPF&S receives a distribution fee, and an affiliate receives a management fee from the Money Funds. In addition, other affiliates of MLPF&S may receive fees for providing services, such as management and transfer agency services, to the Money Funds.

ii) Funds Availability

Unless otherwise used to pay for purchases of securities or any other amounts due in the Securities Account, money transmitted to the Customer's Securities Account by federal funds wire transfer will be available for automatic investment in or deposit through the Sweep Fund on the MLPF&S business day following the receipt of such funds by MLPF&S.

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

It is understood that MLPF&S may reasonably withhold access to the Sweep Fund and Money Funds, until MLPF&S is satisfied that any and all checks placed into the Customer's Security Account have been collected.

The availability of funds for disbursement by check or wire transfer is described under "SDBA Availability."

The Sweep Fund and the Money Funds constitute only one component of the SDBA. Customers are advised to request and subsequently read the prospectus of the Money Fund(s) that they have chosen.

iii) Money Fund Dividends/Interest

Dividends will be declared daily on Money Fund shares and will be reinvested daily in additional shares and credited to the SDBA monthly.

c. Custody of securities

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

The securities and cash held by MLPF&S in the Securities Account are protected by the Securities Investor Protection Corporation ("SIPC") up to \$500,000 per customer (as defined by SIPC) including up to a maximum of \$100,000 for cash but are not insured by the FDIC or any other government agency. In addition, MLPF&S has obtained an indemnity bond, from a consortium of independent insurance companies, providing protection for securities and cash held for each Customer for the full "net equity" account value in excess of SIPC limits. Neither SIPC nor excess-SIPC coverage protects against market losses in Customer account; nor do they apply to assets that are not eligible for protection because they are not securities or cash (as defined by SIPC) or to assets not actually held in the Securities Account.

4. SDBA availability and payment procedures

a. Definition

For purposes of this SDBA Agreement, "SDBA Availability" is the total of (i) any available free credit balances in the Securities Account; and (ii) the available redemption value of Sweep Fund and Money Fund shares, subject to any delays in availability as previously described. Since SDBA Availability is dependent upon activity in each of the components of the SDBA, it will fluctuate from day-to-day. The Customer's SDBA Availability is used to determine the total amount available to the Customer for transfers of funds.

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

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

b. Payment procedure

MLPF&S will promptly, upon receipt of notice, initiate transfers on the Customer's behalf to the extent of the Customer's SDBA Availability. Payments including without limitations, any fees payable in connection with the SDBA, will be made in the following order: (i) first, from any available free credit balances in the Securities Account; and (ii) second, from the proceeds of redemption or withdrawal beginning with the Sweep Fund and continuing in the order in which the customer established its other Money Funds, if any.

c. Transactions exceeding SDBA availability

If a transaction exceeds the Customer's Availability, MLPF&S may, but is not obligated to, accept such transaction as an overdraft, and advance funds in the amount exceeding the Customer's SDBA Availability. Any overdraft, together with any finance charges incurred, is immediately due and payable to MLPF&S.

5. Authorization with respect to financial information

The Customer hereby authorizes MLPF&S to obtain and disclose any and all financial and other information relating to the Customer, to each other and to any affiliates of MLPF&S.

6. Periodic reports

MLPF&S will supply the Customer with a monthly transaction statement, which will detail all SDBA transactions during the preceding month. The SDBA monthly statement will describe (i) securities bought and sold in the Securities Account; (ii) other types of transactions effected in the Securities Account; (iii) Money Fund transactions; and (iv) dividends or interest on Money Fund shares or balances.

The Money Funds or the Sweep Fund will not send out confirmations following automatic purchases and redemptions. However, the MLPF&S monthly statement will describe all such transactions that took place during the preceding month. The monthly statement shall be deemed conclusive as to the Customer if not objected to within sixty (60) days of mailing. It is therefore understood that the Customer should carefully and promptly review each monthly statement.

7. Notices

Any notices or other communications are sent by MLPF&S to the Customer's address listed in the SDBA Application or to such other address as may be designated from time to time in writing by the Customer, and all notices and other communications so sent by whatever means, shall be deemed to have been given personally to the Customer, upon such sending, whether or not actually received.

8. Termination of the SDBA

The Customer may terminate this SDBA, including the Securities Account at any time upon notice to MLPF&S. The Customer will remain responsible for any charges to the Customer's Securities Account whether arising before or after termination. It is also understood that MLPF&S may terminate the Customer's SDBA, including the Customer's Securities Account at any time at its discretion. Upon the termination of a Customer's SDBA, MLPF&S will automatically redeem Money Fund shares and Sweep Fund amounts held in such accounts and, unless otherwise instructed, remit the proceeds to the Customer.

9. Limitations on liability

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

10. Extraordinary events

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

11. Special accounts

MLPF&S has modified the terms and conditions of the SDBA for certain plans and different categories of customers. MLPF&S may charge SDBA Customers different fees than those charged to others in the SDBA. It is anticipated that MLPF&S will continue to offer modified versions of the SDBA.

12. Supplemental account information

Investors in the Money Funds should be aware that, as with any investment in securities, the value of a shareholder's investment in the Money Funds may fluctuate. An investment in the Money Funds is neither insured nor guaranteed by the U.S. Government. There can be no assurance that the Money Funds will be able to maintain a stable net asset value of \$1 per share.

Securities sold, offered or recommended by MLPF&S are not insured by the FDIC, may lose value, and are not obligations of, or endorsed or guaranteed in any way by any bank. MLPF&S is solely responsible for its own contractual obligations and commitments. As a central asset account, the SDBA is an investment and money management vehicle.

MLPF&S is not a bank and is separate from its FDIC-insured affiliates, which include Merrill Lynch Bank USA, Bank of America, N.A. or other depository institutions.

13. Representations, additional terms and amendments

The Customer agrees that MLPF&S shall have the right to amend this SDBA Agreement, by modifying or rescinding any of its existing provisions or by adding new provisions from time to time; provided, to the extent possible, written notice shall be sent at least thirty (30) days before the effective date of the amendment. The Customer understands that there may be additional documentation required by applicable law or the policies and procedures of MLPF&S. The Customer agrees to promptly comply with any such requests for additional documents.

14. Miscellaneous

a. Separability

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

b. Costs of collection

To the extent permitted by applicable law, the Customer agrees to pay the reasonable costs and expenses of collection, including attorneys' fees, for any unpaid balance in the Securities Account or other amounts owed by the customer to MLPF&S pursuant to this SDBA Agreement.

c. Business day

For purposes of this SDBA Agreement, "Business Day" means any day on which MLPF&S is open to the public for carrying on substantially all its business functions.

d. Captions and headings

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

e. Integration

This SDBA Agreement, together with all other documents incorporated herein by reference or required by MLPF&S in connection herewith, constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified or altered except by a writing signed by the party or parties against which such modification or alteration is sought to be enforced.

f. Applicable rules and regulations

All transactions in the Securities Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, on which such transactions are executed by MLPF&S or its agents, including subsidiaries and affiliates of Bank of America, as well as the policies of MLPF&S.

15. Representation as to ownership

The Customer represents that no one except the Customer has an interest in the Customer's SDBA with MLPF&S. The Customer represents that no person having a beneficial ownership interest in the SDBA 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 MLPF&S in writing.

16. Applicable laws

This SDBA Agreement, with respect to all aspects of the SDBA, shall be governed by and construed in accordance with the laws of the State of New York.

17. Arbitration of controversies

The customer and MLPF&S agree as follows:

- The Customer and MLPF&S are giving up the right to sue each other in court, including to 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; the Customer and MLPF&S' ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the Customer or MLPF&S 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.
- The panel of arbitrators will typically 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.
- Nothing herein shall constitute a waiver of the right to seek a judicial forum where such a waiver would be void under the Employee Retirement Income Security Act of 1974, as amended.

The undersigned Customer and MLPF&S agree that all controversies which may arise between the Customer and MLPF&S in connection with this SDBA Agreement, including but not limited to those involving any transaction related to the SDBA, or the construction, performance, or breach of this or any other agreement between the Customer and MLPF&S, whether entered into prior to, on, or subsequent to the date hereof, shall be determined by arbitration.

Any arbitration under this SDBA Agreement shall be conducted only before the Financial Industry Regulatory Authority ("FINRA") or an arbitration facility provided by any other exchange to which MLPF&S is a member, and in accordance with the respective arbitration rules then in effect of FINRA or such other exchange.

The Customer may elect in the first instance whether arbitration shall be conducted before FINRA or another exchange of which MLPF&S is a member. If the Customer fails to make such election by registered letter addressed to:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Retirement Services – Legal Department
1400 American Blvd., MSC-0404
Pennington, NJ 08534

before the expiration of five (5) days after receipt of a written request from MLPF&S to make such election, then MLPF&S may make such election. Judgment upon the award of 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;
- (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 SDBA Agreement except to the extent stated herein.

MyMerrill Terms and Conditions for Self-Directed Brokerage Accounts

The following terms and conditions govern your use of MyMerrill website for Self-Directed Brokerage Accounts (“MyMerrill”). By using MyMerrill, you agree to these terms and conditions and they become part of your Self-Directed Brokerage Account Agreement with Merrill, which otherwise remains in full force and effect. By using this modified version of MyMerrill, you are representing to Merrill and its licensors and Information Providers that you are at least 18 years old (or the minimum legal age in your jurisdiction).

Merrill reserves the right to add, delete or modify MyMerrill’s functionality and to amend or supplement these Terms and Conditions upon notice, delivered by regular mail, by e-mail or by an on-screen alert on the MyMerrill site. Merrill also reserves the right to terminate your enrollment in MyMerrill at any time.

MyMerrill for Self-Directed Brokerage Account is designed for investors who wish to self-direct their investments in the Self-Directed Brokerage Account. Neither Merrill, nor any Merrill representative, will provide any tax, legal, or investment advice nor give any advice or offer any opinion regarding the suitability of any security, order, or transaction in a Self-Directed Brokerage Account. No Merrill Research opinion or any recommendation of any security (such as our Focus 1 selections) provided to clients at large constitutes a recommendation to a specific client to purchase or sell any investment. You agree that any investments you make through MyMerrill, whether based on information obtained from Merrill or otherwise, will be solely your own decisions and based on your own evaluation of your personal investment risk profile and your investment objectives.

In addition to retaining the sole responsibility for investment decisions, you understand and agree that you are responsible for knowing the rights and terms of all securities in your account, specifically including valuable rights that expire unless the holder takes action. This includes, but is not limited to warrants, stock rights, convertible securities, bonds, and securities subject to a tender or exchange offer. You understand and agree that Merrill accepts no obligation to notify you of any upcoming expiration or redemption dates, or, except as required by applicable law or regulation, to take any action on your behalf without specific instructions from you.

1. Internet accessibility; third-party software providers

MyMerrill is delivered to you via the Internet using commercially available third-party web browsers and Internet utility software from various unaffiliated software providers. By accepting and using such software, you agree to non-exclusive, non-transferable software licenses with such third-party software providers. No amendment, change or waiver of any such licenses, or of these MyMerrill terms and conditions, by any Merrill employee or representative is either authorized or permitted. Merrill does not warrant the performance of, and bears no responsibility for, your use of any third-party software.

2. Quotes, news and research

Quotes, news and research data provided through MyMerrill are obtained from sources we believe to be reliable, but we cannot guarantee the accuracy, timeliness or completeness of such information for any particular purpose. Such information and any Merrill Research opinions provided do not constitute investment advice, or a solicitation by Merrill for the purchase or sale of any securities, or a representation that any securities are suitable for you. Such information is protected by copyright and other intellectual property laws and may only be used for personal and non-commercial use, and not for providing professional investment advice or for providing securities processing services or other similar back office functions. If you download any information from MyMerrill for your personal reference, you agree that you will not remove or obscure any copyright or other notices contained in any such information. Except as provided in the preceding sentence, you agree not to copy, reproduce, modify, sell, distribute, transmit, display, perform, circulate, transfer, broadcast, create derivative works from, publish, or use for any commercial or unlawful purpose any quotes, news, research or other information you receive through MyMerrill. Merrill and its licensors and Information Providers (as defined in Section 6 below) may change or discontinue any quotes, news, research or other information at any time provided within MyMerrill, at any time.

3. Financial tools, education and calculators

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

4. E-mail

E-mail is provided to you through MyMerrill only as a convenience and to enhance communications between you and your Financial Consultant or Participant Service Representative. Because of the inherent limitations on Internet e-mail (such as reliability of delivery, timeliness, security, etc.), you agree that you will not use e-mail to request, authorize or effect the purchase or sale of any securities or commodities, to send funds transfers instructions, or for any other financial transactions that require real-time communication or more formal written authorization in accordance with applicable law or Merrill policies. Any such requests, orders, or instructions that you send in contravention of the foregoing agreement will not be accepted and will not be processed by Merrill. Merrill will not be responsible for any loss or damage that could result from your requests, orders or instructions not being accepted or processed in accordance with the preceding sentence. Due to security risks, you should not send any personal or identifying information, such as account numbers, Visa numbers, Social Security numbers, passwords, etc., via Internet e-mail.

Merrill will not be responsible for any loss or damage that could result from interception by third parties of any information you send via e-mail. All e-mail messages sent by you to Merrill will be recorded and archived and are available for review by Merrill’s managers and compliance personnel as well as by our regulatory examiners.

5. Limitation on Merrill's responsibilities and liability

You agree that Merrill will not be responsible for the accuracy, completeness or use of any market data, news or research information provided through MyMerrill and Merrill does not make any warranty concerning such information.

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

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

6. Agreement with information providers regarding market data

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Client order entry terms and conditions

Agreement to terms and conditions

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1. COE trading rules

COE allows you to enter orders to buy and sell, subject to SDBA eligible securities restrictions, U.S. market traded equities, including exchange-listed and widely-held over-the-counter stocks (i.e., excluding certain low priced stocks and a wide selection of mutual funds). COE is intended to be available for order entry seven (7) days a week, twenty four (24) hours a day, except for brief maintenance periods; however, Merrill does not warrant that the service will be uninterrupted. Orders sent outside of regular NYSE market hours will be held and entered to the security's primary market during market hours on the next trading day. Certain orders may be blocked or subject to pre-review by Merrill which may take up to several minutes to process. Merrill reserves the right to place restrictions on your account in our sole discretion, and to cancel any order that we believe would violate federal credit regulations or other regulatory limitations; however, Merrill will have no responsibility or liability for failing to cancel any order.

2. Order entry security

You agree that you shall be responsible for all orders entered through COE using the password initially assigned by Merrill, or any changed password made using the assigned password, regardless of who enters such orders. You agree that you shall be responsible at all times for maintaining the confidentiality of the password and will not make them available to any third parties. If you do allow third parties to access COE (including your accounts) using your password, you agree to hold Merrill, its directors, officers, employees, agents and affiliates (collectively, "Other Persons") harmless and to indemnify Merrill and all Other Persons against any liability, costs or damages arising out of claims or suits by any account holder, including yourself, or such third parties based upon or relating to such access.

3. Your responsibilities regarding order entry

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

4. Limitation on Merrill's responsibilities and liability

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