

# Merrill Guided Investing with Advisor

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## Wrap fee program brochure

Please retain for your records

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This Brochure provides information about the qualifications and business practices of Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”) and Managed Account Advisors LLC (“MAA”) relating to Merrill Guided Investing with Advisor (the “Program”), an investment advisory program with digital access and support of an advisor.

Information about the Program, including a copy of this Brochure, can be accessed at [ml.com/guided-investing-program-brochure](http://ml.com/guided-investing-program-brochure). Additional information about MAA and MLPF&S also is available on the SEC’s website at [adviserinfo.sec.gov/IAPD](http://adviserinfo.sec.gov/IAPD). If you have any questions about the contents of this Brochure, please contact us at 888.654.6837.

Please note that the information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority. Investment adviser registration does not imply a certain level of skill or training.

The investment advisory services described in this Brochure are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, are not a deposit or other obligation of or guaranteed by MLPF&S, MAA or Bank of America Corporation (Bank of America) or any of their affiliates and are subject to investment risks, including possible loss of principal.

March 25, 2019


Merrill Edge, available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”), consists of Merrill Edge Advisory Center (investment guidance) or self-directed online investing.

MLPF&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of Bank of America Corporation.

Investment products:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank Guaranteed</b>	<b>May Lose Value</b>
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 To learn about Bank of America’s environmental goals and initiatives, go to [bankofamerica.com/environment](http://bankofamerica.com/environment).

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## Item 2. Material Changes

This Brochure was first filed on November 14, 2018. This summary of material changes is designed to make clients aware of information that has changed since the Brochure's initial filing and that may be important to them. The material changes summarized below were also incorporated within this Brochure. Capitalized terms that are not defined in this Brochure have the meanings provided in the Glossary.

**There were no material changes made to the Brochure since its initial filing.**

### ENHANCED DISCLOSURES MADE AS PART OF THIS ANNUAL UPDATE

We periodically review our Brochure and enhance existing disclosures about the Program, its Services and other important information. This Brochure has been revised to make certain enhancements and clarifications, including the following:

- *Fund Share Class Exchange Policy:* We have amended and clarified the disclosures relating to our ability to exchange mutual funds and other securities that transition to a brokerage account from an advisory share class to a brokerage share class. This transition to a brokerage account can occur either upon a transfer of the mutual fund holding itself to a brokerage account or as a result of a termination of the Account from the Program. Upon Account termination or termination of the Agreement or if you or we move or transfer the mutual fund or other fund shares from your Account to a brokerage account, we reserve the right to automatically liquidate, redeem or exchange these fund shares into another appropriate share or unit class in accordance with applicable offering materials and our own policies, without providing prior notice. Please refer to Item 4 at "Funding and Operation of your Accounts — Contributions and Withdrawals of Assets" and at "Funding and Operation of your Accounts — Closing an Account and/or Terminating the Agreement."

At our discretion, we will implement the exchange of share class from an advisory share class to a brokerage share class upon completion of certain operational requirements expected within the next twelve months.

- *Portfolio Manager Selection and Evaluation:* We are updating this section of the Brochure to reflect that initial and periodic review of certain Funds will be conducted under the CIO Review Process, which consists of reviews conducted through CIO proprietary processes or those of third parties which we have engaged for that purpose. Please refer to Item 6 at "Review and Selection of Strategies and Funds Available in the Program – CIO Review Process."
- *Cash Sweep Enhanced Disclosures:* We have updated the cash sweep disclosures, including the associated conflicts of interest. Please refer to Item 4 at "Program Fee—Assets on Which the Program Fee is Charged—Cash Assets" and "Funding and Operation of Accounts—Cash Balances and the Cash Sweep Feature" and to Item 9 at "Participation or Interest in Client

Transactions and Conflicts of Interest—Cash Balances and Cash Sweep Arrangements."

*Mutual Fund Enhanced Disclosures:* We have also enhanced disclosures relating to mutual fund holdings in the Program. Please refer to Item 4 at "Funding and Operation of Accounts—Opening and Funding Your Account—Special Note about Funding Your Account with Fund Shares" and Item 9 at "Compensation, Conflicts of Interest and Material Relationships— Certain Fund Arrangements and Fund-Related Compensation."

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*All capitalized terms used in the Brochure are defined in the body of this Brochure or in the Glossary.*

# Merrill Guided Investing with Advisor

## Wrap Fee Program Brochure

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### About Us and the Program

Both Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") and its affiliate, Managed Account Advisors LLC ("MAA"), offer investment advisory services under the Merrill Guided Investing with Advisor program ("Program") as discussed in this Form ADV brochure ("Brochure"). Currently the Program is available only to certain clients as determined by us in our discretion.

As a wealth management firm providing services to clients in the United States, both MLPF&S and MAA are registered with the U.S. Securities and Exchange Commission ("SEC") as investment advisers and MLPF&S is registered as a broker dealer. Our parent company, Bank of America Corporation ("Bank of America"), through Bank of America, N.A. ("BANA") and other Affiliates, provides integrated investment services and is a leading banking institution for consumers, corporations and institutions.

MLPF&S and MAA are referred to as "Merrill Lynch," "we," or "us", unless referred to in their separate capacity. "You" or "your" means each person who has agreed to the terms of the Agreement as defined below and who is an account owner or account holder. All capitalized terms are defined in the body of this Brochure and/or in the Glossary.

**Our Services as an Investment Adviser and Relationship with You.** By accessing the Program's website at [merrilledge.com/guided-investing](http://merrilledge.com/guided-investing) (the "Program Website"), you work with our interactive profiling and goal setting process (the "Online Profiling Process") and our financial representatives (a "Program Advisor") to establish your goal and objective and select an aligned investment strategy available in the Program and receive the other services outlined in this Brochure.

Generally, the Program is designed for clients who are comfortable with online access and with the investment choice of a limited set of investment strategies complimentary to their investment profile. The Program is generally not for clients who have more complex needs, desire access to a larger offering of investment solutions and strategies or have a preference for frequent in person interactions with a dedicated advisor.

We provide services under the Program in our capacity as a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"). To obtain the Program services, you will enter into a written agreement with us (the "Agreement") that expressly acknowledges our investment advisory relationship with you and describes our obligations to you under the Program.

This Brochure describes the advisory services that we provide, the fees you will pay, our role and that of our personnel, our other business activities and financial industry affiliations, and the economic and other benefits and arrangements we have that create conflicts of interest in certain situations. The scope of our investment advisory relationship is defined in the Agreement. Termination of your Agreement will end that investment advisory fiduciary relationship and will cause your Account to be converted to a brokerage account.

**Under the Program, we are a fiduciary to you.** We have certain fiduciary obligations to you in providing you the services under the Program. As a fiduciary, we will act in your best interest and seek to put your interests first and will endeavor to ensure that you are informed about and have access to material facts and information relating to the services we provide and our fiduciary relationship with you under the Agreement. The fiduciary standards we aim to follow are established under the Advisers Act and state laws, where applicable. In addition, for Retirement Accounts, we provide these Program services as a "fiduciary" under the Employee Retirement Income Security Act of 1974 ("ERISA") and the Internal Revenue Code of 1986 (the "Code"). This Brochure is a key element in meeting our disclosure obligations as a fiduciary.

**Other Available Investment Advisory Programs.** We offer other investment advisory programs, including:

- Merrill Guided Investing Program ("MGI"), making available, through an online, self-guided interactive website, a selected list of investment strategies, including certain of those available in this Program, for an annual asset based fee of 0.45%.
- Merrill Edge Select Portfolios through the Merrill Edge Advisory Account program ("MESP"), offering a limited number of investment strategies, including certain of those available in this Program, and access to a financial solutions advisor for investment advice and guidance for an annual asset based fee of 0.85%.
- Merrill Lynch Investment Advisory Program ("MLIAP"), providing investment advice and guidance from a dedicated financial advisor and access to a comprehensive range of investment solutions, including the Strategies available in this Program, for a negotiated asset based fee.

Please refer to Item 4 at "Ability to Obtain Certain Services Separately and for Different Fees." You may access the Form ADV brochures as follows: (1) MGI -- [merrilledge.com/guided-investing-program-brochure](http://merrilledge.com/guided-investing-program-brochure); (2) MESP -- [merrilledge.com/advisory-account-program-brochure](http://merrilledge.com/advisory-account-program-brochure); and (3) MLIAP -- [Mymerrill.com/adv/materials](http://Mymerrill.com/adv/materials). You may also request a copy from a Program Advisor.

# Merrill Guided Investing with Advisor

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### Overview of the Program

For your accounts enrolled in the Program (each an “Account”), we will provide you with personalized investment advice and guidance, investment solutions and other financial services described in this Brochure (“Services”). The Services include:

- Use of the Online Profiling Process, an interactive profiling process on the Program Website that assists in gathering your information.
- Advice and guidance from a Program Advisor and through interaction with the Program Website and its tools and applications.
- Access to a select number of Strategies constructed and implemented by our investment professionals that are designed to align with the target asset allocation for your Account.
- Ability to set a Goal Target and use a goal tracking tool on the Program Website.
- On-going monitoring of the assets in your Account for alignment with the Strategy’s allocation profile as part of our advice and guidance.

You will receive these and other investment services delivered through Merrill Lynch and MAA. There is a minimum asset requirement of \$20,000 to enroll into the Program. We may waive this minimum at our discretion.

You will pay the Program Fee of 0.85% for the Services. The Program Fee is expressed as an annual rate that is prorated for the monthly billing period and is applied to the asset value of the Account - generally the market value of the securities and cash in your Account. Your Program Fee also includes certain incidental services provided by us through the Program, such as trade execution, custody, performance reporting and related account services. Because your Program Fee covers trading and execution costs, in most cases, separate brokerage commissions will not be charged. We disclose more detailed information in this Brochure about the fees you pay and the compensation we receive. We will execute any transactions in your Account in accordance with our best execution obligations. We supervise the services our Program Advisors and other personnel provide for compliance with your Agreement, our Program guidelines and the ethical standards we require.

There are certain material relationships and conflicts of interest discussed in this Brochure, including in Item 9 at “Compensation, Conflicts of Interest and Material Relationships” and at “Participation or Interest in Client Transactions and Conflicts of Interest.” Details of the Program are provided throughout this Brochure.

## Item 4. Services, Fees and Compensation

### General

The Program is designed to help you pursue your investment goals by providing you with investment advice, guidance and access to advisory services and investment solutions (“Services”) delivered through the Program’s interactive website at [merrilledge.com/guided-investing](http://merrilledge.com/guided-investing) (the “Program Website”) and a Program Advisor. Before investing through the Program, please read the description of our Services and the other information in this Brochure and contact us at 888.654.6837 if you have any questions.

To take advantage of the Services available through the Program, you must first enter into the Agreement. The Agreement will cover the Account that you choose to enroll in the Program. In the Agreement, we agree to act as your investment adviser and agent to provide the Services described in this Brochure and you grant to us the investment discretion and trading authority necessary to deliver the Services you select, and agree to the terms and conditions of the Program.

After you are enrolled in the Program, you may be able to select or change certain Services with instructions to us; however, in certain circumstances we may ask you to sign a separate

Agreement or complete additional documentation.

### Electronic Accessibility Requirement

The Program provides you with the Services described in this Brochure electronically through use of the Program Website. In order to enroll in the Program, you must agree during the online account enrollment process to the electronic delivery of documents and information relating to the Program and your Account. You will be required to sign the Agreement and any other agreements necessary to participate in the Program electronically. The Agreement, brochures, supplements, profiles and other disclosures, notices and documents will be delivered to you in electronic format only. We will not send you paper versions of documents as part of the Program unless required by applicable law or in our sole discretion.

You are solely responsible for user activity that occurs in your Account and the information provided to us through the Program Website. You are also responsible for maintaining the security and confidentiality of your Account access information. You must notify us immediately if you believe your Account has been accessed in an unauthorized manner or the security and confidentiality of your access information have been compromised.

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You must provide us with a valid email address as a requirement of Program enrollment and will also be notified via the email address you provided to us when documents are available for viewing in the “Statements and Documents” section of the Program Website. You have an obligation to maintain an accurate and up-to-date email address and to ensure that you have the ability to read, download, print and retain electronic documents. To notify us of any changes to your email address, please update your information via the Program Website or call us at 888.654.6837.

Failure to provide accurate contact information could result in termination from the Program. If you are unable or unwilling to accept electronic delivery, your enrollment in the Program may be terminated. For additional details related to electronic communications, please refer to the eCommunications Disclosure in the enrollment documents for the Account available on the Program Website.

### Advice and Guidance Services

The Program is designed to help you pursue your investment goals by providing you with investment advice, guidance and access to a select set of investment strategies (“Services”) delivered through the Program’s Website and our Program Advisors.

**Profiling & Creating a Target Asset Allocation.** The Program Website contains the Online Profiling Process that will help you establish a goal and select a recommended target asset allocation described below for your Account. Through the Online Profiling Process, you will be asked to provide us with certain information about your objectives and goals for your Account.

It is your responsibility to ensure that the information you provide to us is complete and accurate. When you provide accurate and complete information, we will be better able to make suitable recommendations for your Account assets. It is also your responsibility to notify us if any information you have provided to us about you is inaccurate or becomes inaccurate. If there are multiple owners on this Account, or you act as the custodian of the Account, the information you provide should reflect the views and circumstances of all owners or the beneficiaries on the Account. If you have changes to the information you provided to us through the Online Profiling Process or to a Program Advisor, you should contact a Program Advisor.

The Program incorporates only the financial information you provide, and our investment recommendations are limited to and based only on certain information you provide through the Program Website or to a Program Advisor. We will not independently verify the information you provide through the Program Website and we will not consider other information obtained in connection with another account or relationship with Merrill Lynch or its Affiliates. If you believe there is additional financial information that should be considered to inform the investment recommendations made through the Program, please inform the Program Advisor.

**Recommend a Target Asset Allocation.** Based on information you provide through the Online Profiling Process and by working with a Program Advisor, we will recommend an appropriate target asset allocation (the “Target Asset Allocation”) for each of your goals. Each Account will be tied a single goal. When you enroll in the Program and select a goal for an Account, the Account will be managed according to the Strategy that you will select for that goal.

The Target Asset Allocation will be determined based on responses and information you provide for your goal, including the **risk tolerance** for the Account assets (*i.e.*, your willingness and ability to incur financial loss for the assets in your Account in exchange for greater potential returns) and the **time horizon** (determined by how long you expect to invest for your goal). For a retirement goal, the time horizon is based on a combination of your stated retirement age and how long you intend to use the assets in your Account after retirement.

You also have the option, at your election, through the Online Profiling Process, to state a target goal dollar amount (the “Goal Target”) for the goal aligned with your Account. If you provide a Goal Target, this information will be used in addition to your other information (such as your risk tolerance and time horizon) to recommend a Target Asset Allocation. Depending on the amount of the Goal Target, the recommended Target Asset Allocation may be different than the one recommended when no Goal Target is provided. The identification of a Goal Target does not constitute a guarantee by us or a Program Advisor of the future value of the Account or any specific level of performance or rate of return for the Account or any Target Asset Allocation or Strategy that we or a Program Advisor may recommend or undertake on your behalf. There is no guarantee that you will achieve your Goal Target.

The Program Website also allows the option for you, at your election if stating a Goal Target, to include certain other assets not held in your Program Account aligned to that Goal Target (“External Assets”). Any External Assets provided by you are used solely for your informational purposes to assist you in assessing the status of your Account in relation to its Goal Target. Any such External Assets will not be taken into consideration by us or a Program Advisor in recommending your Target Asset Allocation or Strategy. We are not an investment adviser with respect to External Assets and therefore we will not advise you on External Assets or manage your Account based on this information.

In general, the Target Asset Allocation categories, which have associated asset class allocation ranges, are:

- |                           |                         |
|---------------------------|-------------------------|
| – Conservative            | – Moderately Aggressive |
| – Moderately Conservative | – Aggressive            |
| – Moderate                |                         |

We will use your Target Asset Allocation, along with certain other information provided by you through the Online Profiling



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Process to assist in recommending a Strategy for your Account. We make available in the Program a select set of Strategies that are managed by us that consist of diversified portfolios of exchange traded funds ("ETFs"), mutual funds and a cash allocation that are designed to meet a particular Target Asset Allocation. The Strategy recommendations provided for each Account are intended to align with the specified Target Asset Allocation for that Account.

Any changes to your risk tolerance or time horizon or, if applicable, Goal Target may lead to a different recommended Target Asset Allocation and therefore potential changes to the Strategy recommended for your Account. It is your responsibility to ensure that the information you provide to us through the Online Profiling Process and to a Program Advisor is complete and accurate so that we will be better able to make appropriate recommendations for you and your assets.

The associated allocation ranges and our method of monitoring activity may change from time to time and without prior notice to you. We will generally adjust our Target Asset Allocation and ranges from time to time in response to or in anticipation of changing market conditions and other factors

Our more conservative Target Asset Allocations typically recommend a greater percentage of your assets be allocated to fixed-income and cash asset classes, rather than to the equity asset class. Our more aggressive Target Asset Allocations typically recommend a greater percentage of your assets be allocated to the equity asset class, rather than to fixed-income and cash asset classes. You should consider carefully the recommended Target Asset Allocation for your Account.

We use wealth management tools that provide hypothetical projections of possible investment outcomes for the recommended Target Asset Allocation over the time horizon for your Account. Hypothetical projections and analyses do not reflect or project actual investment performance of your Account, the Strategy you select or the underlying securities in the Strategy and are not guarantees of future results. Any hypothetical projections presented through the Program Website make use of probabilistic modeling, a statistical modeling technique in which a set of future outcomes are forecasted based on the variability or randomness associated with historical occurrences.

For an Account with no Goal Target, the projections presented illustrate possible investment outcomes determined by the use of probabilistic modeling based on our forward-looking return assumptions for the asset classes included in the recommended Target Asset Allocation and based on certain information you provided as part of the Online Profiling Process. For more information about how these projections are calculated, how the information you provide is used, the assumptions used and limitations of these projections, please consult the "Hypothetical Projections: Methodology, Assumptions and Limitations" document available on the Program Website.

As part of the Program, we provide you with the ability to track

your progress to your Goal Target, if desired. No representation is made that the Strategy will achieve the Goal Target and the actual returns for your Account could be significantly higher or lower than the Goal Target. For the purposes of these projections, we assume any External Assets have the same asset allocation as the Target Asset Allocation for your Account. If the External Assets are not allocated in accordance with the Target Asset Allocation, the actual performance of those assets will differ materially from our projections, and the resulting illustrations about progress to your Goal Target will not be accurate.

You should consider these limitations carefully as you review the projections and illustrations for progress to your Goal Target and you should not rely on that information when making an investment decision. For more information about how the projections are calculated, how the information (including information about External Assets) you provide is used, the assumptions used and limitations of the projections, please consult the "Goal Funding Status: Hypothetical Projections: Methodology, Assumptions and Limitations" document available on the Program Website.

### Investment Strategy Services

**Selecting a Strategy.** After we help you establish a Target Asset Allocation for your Account, we, through the Online Profiling Process and/or a Program Advisor, will recommend to you one or more Strategies available in the Program. There may be more than one Strategy that is suitable for your investment needs. Our recommendations will be based on the information you provide and what we believe will meet your investment needs and investment preferences for the management of your investments. Our recommendation is limited by the stated and agreed-upon:

- Account Target Asset Allocation.
- Account Strategy.
- Other applicable factors such as the type of Account you establish.
- Account investment restrictions, if any. See "Reasonable Investment Restrictions".

If you wish to utilize multiple Strategies for your investment assets in the Program, you will be required to open a separate Account for each Strategy. The availability of Strategies in the Program is subject to change. You can review materials available on the Program Website and can discuss the available Strategies with a Program Advisor.

The Strategies available in the Program are model portfolios of securities managed by Merrill Lynch, as an investment manager through its Chief Investment Office (the "CIO") to achieve one or more investment styles or disciplines. The Strategies are also rebalanced as needed based on CIO recommendations. See Item 6. Portfolio Manager Selection and Evaluation.

The Strategies consist of ETFs and/or mutual funds as well as a cash allocation. The ETFs and mutual funds that are included in a

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Strategy are referred to as “constituent Funds”. The CIO constructs and manages the Strategy using selected constituent Funds and a cash allocation to obtain exposure to the various asset classes and to achieve one or more investment styles or disciplines. The CIO chooses the constituent Funds and allocations to balance the goals of achieving current income and growth and selects securities holdings that can be converted to cash without experiencing a significant loss due to the lack of a ready market or incurring significant costs or penalties.

A Strategy’s cash allocation (as an asset class) will be treated as a cash balance and will automatically be swept in accordance with the cash sweep vehicle available to you as part of the underlying Merrill Lynch securities (brokerage) account agreement. Your assets may also be held in cash balances for a variety of other purposes, such as: (1) transaction execution; (2) Program Fee collection; and (3) asset protection purposes (e.g., during periods of volatile or unusual market conditions), in our sole discretion.

Information about the investment of cash in your Account is described below in “Funding and Operation of Accounts — Cash Balances and the Cash Sweep Feature.” As described in more detail below in the section “Program Fee,” cash in your Account will be subject to the Program Fee.

You will select the recommended Strategy to have implemented in your Account based on the results of the Online Profiling Process and discussions with a Program Advisor. We will provide you access through the Program Website to important information about the Strategy you select through a document known as a “Profile.” The Profile will describe the relevant objectives, styles and risks of the particular Strategy. Any change from one Strategy to another Strategy will require your consent, because you retain authority to select and implement any changes between Strategies. However, as we describe in detail below in the sections “Investment and Trading Authority” and “MAA’s Role,” we will have full trading authority to implement the Strategy selected.

The Strategy in which your Account is invested will be reflected in the Account Summary that we will deliver to you through the Program Website upon enrollment. We may reference this Strategy or use the term “Managed Strategy” as a caption name or reference in the Account Summary. Any changes to a Strategy for your Account will result in an Account Summary Update that will be made available to you through the Program Website.

Merrill Lynch determines which Strategies are included in the Program and when they will no longer be offered. As a general matter, we make these decisions based on a variety of factors, including client needs, available investment styles, platform capacity, client demand and the outcome of due diligence and evaluation reviews including with the assistance of the CIO. The CIO provides investment solutions, portfolio construction advice and wealth management guidance. See Item 6. Portfolio Manager Selection and Evaluation. Merrill Lynch also has the authority to select the constituent Funds in the Strategies and to change constituent Funds without notice to you.

Occasionally, we may decide to discontinue offering a Strategy, close a Strategy to new investments or additional contributions from existing participants or require any existing holdings of a particular Strategy to be replaced. Our actions may include: (1) replacing the Strategy with another Strategy; (2) investing new contributions from, or the sale or redemption proceeds held by, existing investment in the Strategy in a replacement Strategy selected by us; or (3) leaving any such contributions or sale or redemption proceeds in cash in the Account until a replacement is chosen by us or we are directed to invest in an alternative Strategy by you.

We generally will provide you with prior notice before any discontinuation, closing or replacement event respecting a particular Strategy but depending on circumstances and our view of the nature of the event, in limited circumstances, we may provide you with notice after we have already taken action. This flexibility to act quickly helps enable us to take action where we believe the replacement and its timing are in clients’ best interest.

If we determine to replace the Strategy with another Strategy, we will endeavor to replace it with one that has a similar investment objective to the Strategy being replaced. This replacement Strategy may be subject to higher constituent Fund expenses than you had been paying. If you do not instruct us to the contrary, your continued participation in the Program after any such action will be your consent to the action. If you do not agree with the recommended replacement Strategy, you can terminate your participation in the Program.

**Investment and Trading Authority.** Pursuant to an agreement between MLPF&S and MAA, MLPF&S provides advisory services through the Program, in part, by furnishing investment recommendations to MAA for a Strategy based on a model portfolio in accordance with the applicable Profile.

All Strategies developed by MLPF&S will be implemented by MAA with full investment and trading discretion. MAA will generally implement the CIO’s recommendations for a Strategy without change, subject to your Reasonable Investment Restrictions, cash commitments and other considerations.

By your choosing a Strategy for an Account as provided in the Agreement, you have granted MAA investment and trading discretion, for investments occurring in the Strategy. Through that discretion, we will have complete trading authority and may invest, reinvest, purchase, sell, exchange, convert and otherwise trade assets in your Account in accordance with your selected Strategy without any prior notice. This authority will remain in place until we have received and accepted instruction from you to either change the Strategy or terminate the Account.

**MAA’s Role.** The investment decisions for a Strategy will generally be implemented for your Account by MAA in accordance with the investment recommendations and instructions provided to it by the CIO through model portfolios or other instructions.



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MAA has authority to make certain investment and trading decisions including:

- Implementing the CIO's investment recommendations for the Account.
- Investing the initial and any subsequent cash and securities deposited in the Account.
- Monitoring available cash, contributions and distributions in the Account
- Processing all contributions, withdrawal requests and Account terminations.
- Periodically reviewing the Account for rebalancing.
- Implementing your Reasonable Investment Restrictions.
- Implementing your tax-selling instructions, if any.

Strategies used in this Program are based on Merrill Lynch's Strategic Asset Allocations, which are updated periodically based on the decisions of the CIO. The Strategies range from "Conservative" to "Aggressive" and include asset allocations to the asset classes of equity, fixed income, and cash. The Strategies are also rebalanced as needed based on CIO recommendations. See "Item 6. Portfolio Manager Selection and Evaluation".

MAA actively manages your Account's investments and may rebalance these investments to the Strategy's allocations at any time in its sole discretion. MAA monitors your Account daily for contributions or withdrawals of assets and rebalances your Account when it deems it appropriate. Other flows of assets into or out of your Account such as dividends, interest, or the payment of the Program Fee may also prompt MAA to review your Account to determine if rebalancing is warranted. When the CIO updates your selected Strategy's allocations or constituent Funds, these changes may result in all, a portion of, or none of the assets in your Account being traded. MAA monitors your Account for drift from the Strategy's target allocations and may rebalance all or a portion of your Account's assets to the Strategy allocation.

MAA may apply tolerance parameters or other criteria when rebalancing your Account to focus on the constituent Funds or assets with greatest deviation from the Strategy's allocations. At times rebalancing may be targeted at specific constituent Funds or assets. The frequency and parameters MAA uses to rebalance your Account in a selected Strategy may change at any time and may be different from the parameters used in other types of investment strategies or investment advisory programs sponsored by Merrill Lynch. In our discretion, we may decide not to process certain rebalancing transactions. Delays in the processing of any rebalancing may be caused by market conditions, illiquid securities or those with limited subscription and redemption schedules, as well as the availability of funds and other factors.

MAA may at times consider the tax implications of certain transactions for certain types of accounts. MAA's implementation of rebalancing may be delayed or otherwise impacted by market

events and conditions and/or operational constraints. MAA reserves the right not to rebalance your Account if we believe it is not in your best interest to implement the rebalancing of your Account to the Strategy's allocations.

**Reasonable Investment Restrictions.** You may request through your Program Advisor that we impose certain investment restrictions on the activity in your Account relating to the purchase of a specific constituent Fund. For a restriction to be acceptable under the Program, it must first be determined to be "reasonable". We will only accept a restriction request on the management of your Account that we determine is reasonable (a "Reasonable Investment Restriction"). We also determine how to allocate investments based on a Reasonable Investment Restriction that we have accepted.

We will allocate the assets that would have been invested in the particular constituent Fund included in the Strategy impacted by the Reasonable Investment Restriction in one of the following ways:

- Pro-rata across other investments held in the Strategy.
- To one or more substitute securities, which might include ETFs.
- To cash.

An accepted "Reasonable Investment Restriction" will be included in periodic Program communications and will be applied to your Account until such restriction is changed or withdrawn by you or we determine that it is no longer a Reasonable Investment Restriction. You may request to have different investment restrictions applied to each of your Accounts. Investment restrictions or any other limitations provided by you will not apply to the securities or other interests held in the portfolio of any constituent Fund in your Account, even if a constituent Fund provides public disclosure of the holdings within its portfolio.

We reserve the right to modify our practices regarding investment restrictions in our sole discretion at any time without notice. Further, we reserve the right to deem any proposed investment restriction to be unreasonable and to not accept the proposed investment restriction. If one or more investment restrictions are determined to be unreasonable, the Account may not be enrolled and existing Accounts may be terminated by us from the Program.

If you elect to restrict investment in certain constituent Funds included in a Strategy, you accept any effect such restrictions may have on the investment performance and diversification of your Account. The performance of Accounts with Reasonable Investment Restrictions will differ from, and may be lower than, the performance of Accounts without such restrictions. In addition, your decision to impose a Reasonable Investment Restriction will alter the allocation of any Strategy or result in a substitute security that, in turn, may result in exposure to additional (and potentially unforeseeable) risks that are inconsistent with the objective of the Strategy.

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### Program Guidelines

The Strategy chosen for your Account and the assets comprising the Strategy in the aggregate should be aligned to the designated Target Asset Allocation for the Account.

On the Program Website you will be able to view the actual asset allocation for your Account ("Actual Asset Allocation") and compare it to the Target Asset Allocation for your Account. At times, your Account's Actual Asset Allocation may become misaligned with the Strategy allocation for many reasons, such as market movement, additions and withdrawals of assets from your Account, changes in the Strategy you select, or purchases and sales of certain securities in your Account.

On a periodic basis, we will monitor the assets in each Account for alignment with the applicable Target Asset Allocation within certain parameters. Because your Account's Target Asset Allocation is based on your Account risk tolerance, your Account time horizon and if applicable, a Goal Target, changes to these factors may result in a different recommended Target Asset Allocation and/or Strategy.

In addition, keep in mind that the time horizon for your Account will change (become smaller) as time passes, and the Target Asset Allocation will change over time (except if your Account already has a recommended Target Asset Allocation of Conservative). If, as a result of the passage of time, your Account's recommended Target Asset Allocation changes, you will be presented with a new recommended Strategy for selection. With the selection of a new Strategy, certain securities held in your Account will be sold that may result in taxable gains or losses or fees or charges (if applicable) for your Account. If there is a prolonged misalignment, we will ask you to take action in order to remain in the Program, including updating your risk tolerance or time horizon, so that the Account meets the Program guidelines. If you decide not to take the requested action, we reserve the right to terminate your Account from the Program, which converts the Account or Accounts to a brokerage account type.

We have established certain guidelines relating to the management of assets in the Program. The Program guidelines may change at our discretion or may be waived under certain circumstances for certain clients. You may be notified if your investment activity or holdings deviate from internal guidelines and action may be required to comply with these guidelines. If you decide not to take the requested action, we may terminate your Account from the Program which converts the Account to a brokerage account.

Our supervision and monitoring does not substitute for your own continued review of your assets and the performance of your investments. You are responsible for reviewing the Program communications, including performance reports, trade confirmations and monthly account statements that we send to you via the Program Website. If you identify any discrepancies or inaccurate information, you should promptly let us know by contacting us at 888.654.6837.

### Account Reviews and Information

An important part of the Program is providing you with the opportunity to engage in periodic reviews with a Program Advisor. These reviews provide updates on the progress of your Accounts and other important information about your investments. If you do not participate in your Account review, we may, in our discretion, terminate your Account from the Program. For more information about our communications and reporting to you, see Item 9 at "Account Review and Reporting."

As an accommodation to you, we may agree, in our sole discretion, to include, in certain of our Program communications and reports, information about External Assets that you have provided to us in connection with your Goal Target. The Program Fee will not apply to these External Assets and we will not be an investment adviser or a fiduciary with respect to them.

### Brokerage and Custody Services

**Our Role as a Broker-Dealer.** You are required to open a brokerage account with us. The Program Fees you pay generally cover the execution of transactions in the Program (except as otherwise indicated) and the custody of your assets. Certain brokerage, banking or other features of your securities (brokerage) account will not be available to you for your Account while enrolled in the Program.

In your Agreement, you appoint us to act as your agent and attorney-in-fact with power and authority to buy, sell or otherwise effect transactions in constituent Funds as part of the Strategy, and any other securities or other property in your name for your Account. You also authorize and direct us to cause all transactions to be effected through Merrill Lynch or our Affiliates acting as agent or, where permitted by law, as principal.

If we or an Affiliate cannot effect a transaction on your behalf, we will effect the transaction through an Unaffiliated Investment Firm that is chosen by us at the time and to establish accounts as necessary for the purpose of effecting transactions in the Program. In making that determination, we will take into account various factors, such as the nature and quantity of the securities involved, the markets involved, the reputation and perceived soundness of the firm, the firm's clearance and settlement capabilities and other factors relevant to the selection of a broker-dealer for the execution of client securities transactions. You, and not we, will bear the cost of any fees that are payable to Unaffiliated Investment Firms and are not covered by the Program Fees and over-the-counter transactions in which MLPF&S and its Affiliates act as agent.

In effecting transactions for your assets in the Program, MLPF&S or our Affiliates will be acting exclusively as a broker-dealer and trades will be handled by us consistent with our best execution and other regulatory obligations. Even in meeting these obligations, it is possible that you may be able to obtain better prices for transactions if such trades were executed with other broker-dealers or third parties, including having smaller spreads (the difference between the bid and the offer price) or at more favorable net prices.

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We may, but are not required to, aggregate orders for the sale or purchase of securities for your Account with orders for the same security for our other clients, for our own accounts or the accounts of our employees (including any Program Advisor) and/or related persons. Where order aggregation is employed, each account in the aggregated transaction will be charged or credited with the average price and, when applicable, its pro rata shares of any fees. To the extent the CIO provides similar investment recommendations for a particular Strategy to MAA for implementation, MAA's ability to implement those recommendations may be affected by the liquidity of the security, market volatility, and any price limits that may be imposed. This may in turn have a negative impact on the performance of a Strategy.

We seek to effect transactions correctly, promptly and in the best interests of clients. In the event an error occurs in our handling of client transactions, we seek to identify and correct it as promptly as possible without disadvantaging you. In general, in instances where we are responsible for effecting the transaction, we may reimburse you for any losses directly resulting from trade errors, credit to you any profits directly resulting from such trade errors that are corrected after the settlement of the transaction, or retain for ourselves any profits directly resulting from such trade errors that are corrected prior to the settlement of the transaction.

**Rules for Cash Accounts and Margin Transactions.** As a broker-dealer, Merrill Lynch is responsible for compliance with federal margin rules. Accounts in the Program are cash Accounts, which means that margin is not permitted and purchases of securities must be fully paid for on the date of the trade. With a cash Account, if securities are sold before the payment for their purchase has settled, an event known as a "free-riding violation" has occurred. Free-riding is prohibited under margin rules and our Program guidelines. Having a "free-riding" violation may result in your Account being restricted for 90 days or "frozen." This means that while purchases of securities would be permitted, they must be fully paid for on the date of the trade. The imposition of such a freeze could have a negative effect on your Account and performance. The risk of engaging in an inadvertent "free riding" violation and therefore freezing of your Account is enhanced (1) when you change Strategies and your investments are reconstituted; (2) when your Account engages in periodic rebalancing (which results in purchases and sales of securities over a short period of time); or (3) when you withdraw cash from your Account when there is a pending order to purchase a security.

**Custodial Arrangements.** MLPF&S will act as the custodian for the assets held in the Program. Your assets will be maintained in an account established at Merrill Lynch through the applicable securities (brokerage) account you have opened.

Any assets held in the Program must be and remain free from any lien, charge or other encumbrance (other than a lien, charge or other encumbrance in favor of us or our Affiliates), unless we agree otherwise or it is a lien, charge or other encumbrance in favor of us or our Affiliates through our securities account agreements. You must notify us in writing prior to effecting loans

secured by securities in the Program (including loans by our Affiliates) (commonly referred to as "collateralizing"). No specific securities in your Strategies should be held as collateral to secure any loans you may have.

We will not provide advice on or oversee any of your collateral arrangements. Unless we otherwise agree, in the event of any conflict between the terms of the Agreement and your collateral arrangements, the terms of the Agreement will prevail. You must also disclose to any lender the terms of the Agreement. There are adverse effects of collateralizing your Account and the Strategies, including, but not limited to, the fact that the lending institution may require additional collateral or liquidation of securities to meet a call, as well as the related tax consequences. You must promptly notify us of any default or similar event under your collateral arrangements as defined in the respective collateral arrangements.

From time to time, Merrill Lynch may offer to clients or potential clients certain promotions or rewards in connection with opening, maintaining or adding assets to a Merrill Lynch securities account. Such promotions or rewards may include, by way of example, the payment of a cash reward. The promotions may require a client to request to receive or participate in the promotion or reward, and/or require a client to meet various eligibility criteria. While these promotions or rewards may extend to a client's Merrill Lynch securities account that holds assets in the Program, participation in the Program is not a condition for these promotions or rewards.

### Account Features

Your Account in the Program will have certain features as described below.

**Proxy Voting.** You have the right to vote proxies for securities held in your Account. You will retain proxy voting authority for your Account. We will promptly send you proxy ballots and related shareholder communications that we receive, as well as any other information intended for distribution to you. You are responsible for taking any actions. If we, as custodian of your Account, do not receive voting instructions from you, we will comply with the rules of the SEC and applicable self-regulatory organizations relating to such matters, as required by law.

As a broker dealer, Merrill Lynch uses a third-party service provider for certain proxy-related functions, including processing and forwarding proxy and other issuer related materials, and receives amounts collected by the vendor for the costs of these services as permitted by applicable securities regulations.

**Other Legal Matters.** We will not advise or act for you with respect to any legal matters for securities held in your Account, including bankruptcies or class actions, and we will use our best efforts to send you any documents received with respect to such matters.

**Trade Confirmation Statements.** You will receive trade-by-trade confirmation statements electronically for transactions in your Account.

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**Electronic Delivery Service.** By enrolling in the Program and signing the Agreement and consenting to electronic delivery, you have agreed to electronic delivery of Program materials, including this Brochure and the Agreement and any changes, supplements or amendments to these materials as well as other Program notices and materials. We will not send you paper versions of documents as part of the Program unless required by applicable law or in our sole discretion. Please see the information in Item 4 at the section “Electronic Accessibility Requirement.”

### Program Fee

For the Services provided in the Program, you will pay to us an annual asset-based fee (the “Program Fee”) at the rate of **0.85%** (the “Program Fee Rate”) of the asset value of the Account. This Program Fee Rate is non-negotiable and payable monthly in advance. The Program Fee is subject to change from time to time, upon notice to you. Your continued use of our Services will constitute your agreement to any such change.

Upon your request, and at no charge, you may contact us by telephone at 888.654.6837 to request information regarding your Program Fee and its calculation. Please see the section “Other Fees and Expenses” for a list of other fees and expenses that you may be charged and that are not included in the Program Fee.

You may be eligible for benefits such as Program Fee discounts, rebates or credits under certain promotional programs (“Bank programs”) that BANA offers from time to time for its banking product clients who also use the products or services of its Affiliates, including Merrill Lynch. In general, you must be a banking client of BANA, elect to participate in these Bank programs, and meet certain eligibility criteria of the Bank programs in order to receive the benefits available to clients of Merrill Lynch under these Bank programs. For additional information on these Bank programs, please contact us at 888.654.6837 or visit the Program Website.

**Calculation and Payment of the Program Fee.** Your Program Fee is payable monthly in advance and generally will be calculated based on the value of the assets in your Account as of the last business day of the prior month. Merrill Lynch will use a variety of pricing sources in calculating the value of the assets in your Account, including Affiliates.

When you enroll a new Account in the Program, an **initial** Program Fee will be assessed during the week following the date on which you have contributed the required minimum level of assets to the Account for the Strategy you select. The initial Program Fee will be calculated and paid to Merrill Lynch based on: (1) the market value of the assets in your Account as of the earlier to occur of the last business day of the week or the last business day of the month following required funding; and (2) one-twelfth of the annual Program Fee Rate applicable to such market value, and prorated based on the number of days remaining in the month from the date of required funding.

After the initial Program Fee, the **monthly** Program Fee is

typically charged to your Account during the first week of the current calendar month. The Program Fee will be calculated and paid to Merrill Lynch based on: (i) the value of the assets in your Account as of the last business day of the previous calendar month; and (ii) one-twelfth of the annual Program Fee Rate applicable to such value.

If you or we terminate your Account, we will refund to you a pro rata portion of the Program Fee based on the number of calendar days remaining in the month. The refund, if any, will be applied to your Account typically during the week following Account termination.

**Deduction of the Program Fee from Your Account.** You have agreed in the Agreement as follows:

- Unless otherwise agreed to between you and MLPF&S in writing, the Program Fee and any other fees payable under the Agreement will be deducted directly from your Account.
- MLPF&S is authorized to deduct the Program Fee (and any other fees payable) from the assets held in your Account, to the extent permitted by law, if full payment of such Fees has not been timely received or, if earlier, at the time the Account is terminated.
- The Program Fee and any other fees for your Account will be payable, unless otherwise indicated, first from the withdrawal by MLPF&S of balances in the bank deposit account, as you authorize in the Agreement or other document, and second from free credit or cash balances, if any, in your Account.
- You will make timely payment of all amounts due to MLPF&S under the Agreement, and any unpaid Program Fees may result in the termination of your Account.
- To the extent permitted by law, all assets in your Account or otherwise held by MLPF&S or its Affiliates for you will be subject to a lien for the discharge of your obligation to make timely payment to MLPF&S of the Program Fee (and any other fees payable under the Agreement), and MLPF&S will sell assets in your Account to satisfy this lien.
- You can instruct us to deduct the Program Fee from an alternate account with us. If you wish to instruct us to collect the Program Fee from an alternate account, please download the form and instructions for selecting an alternate account at [merrilledge.com/AltDebitForm](http://merrilledge.com/AltDebitForm).
- If free credit or cash balances within the alternate account you have designated for your Program Fee to be deducted from are not available, the Program Fee will be deducted from your Program Account.

**Services Covered by the Program Fee.** The primary purpose of the Program is to provide you with ongoing fiduciary investment advice and guidance. The Program Fee you pay covers the Program’s Services, including investment advice and guidance under the Program, as well as brokerage and custodial services relating to your Account. Certain services that may



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normally be available in certain types of securities (brokerage) accounts will not be available to your Account while you are enrolled in the Program, including margin lending, check writing, Visa cards, and client order entry.

The full amount of the Program Fee payable under the Agreement will be charged in accordance with the terms of the Agreement, regardless of the amount of transactions effected in your Account.

**Assets on Which the Program Fee Is Charged.** Except as noted, you will be charged the Program Fee on all assets in your Account. Generally, all Account values used to determine the Program Fee are based on the value of the assets in your Account, as determined by MLPF&S. In calculating such Account values, we will use a variety of pricing sources, including our Affiliates.

**Cash Assets.** The Program Fee will also be applied to any cash and cash alternatives held within your Account. Cash balances and funds pending investment in each of your Accounts will automatically be “swept” in accordance with the cash sweep vehicle that is designated in the underlying Merrill Lynch securities account agreement. See “Funding and Operation of Accounts—Cash Balances and the Cash Sweep Feature” below.

The Program Fee is in addition to other compensation that we and our Affiliates will earn in connection with these assets. You may experience negative performance on the cash portion of the assets held in your Account if the Program Fee charged on your cash is higher than the return you receive on any cash swept to a cash sweep vehicle. See Item 9 at “Participation or Interest in Client Transactions and Conflicts of Interest – Cash Balances and Cash Sweep Arrangements” for more information.

Outside of the Program, there are alternatives available to you for holding cash assets, including a securities brokerage account and our Affiliate’s banking account. In these account alternatives, you may contribute and hold cash and not be subject to a Program Fee charge. These accounts may offer yields on your cash holdings that are potentially higher than those offered in the Program. Any cash or other assets held outside of the Program will not be considered in the Program and part of the Target Asset Allocation for your Account. We will not be considered an investment adviser or fiduciary with respect to any cash held outside of the Program.

**Fees and Expenses Not Covered by the Program Fee.** Your Program Fee does not cover the following expenses, charges and costs:

- Mark-ups, mark-downs, spreads, underwriting fees or selling concessions or other transaction charges with respect to any principal transaction effected by us or our Affiliates or with respect to any transaction we execute with an Unaffiliated Investment Firm acting as a dealer.
- Transfer taxes.

- Exchange, alternative trading system fees, required SEC fees or similar fees charged by third parties, including issuers.
- Electronic fund, wire and other Account transfer fees.
- The internal fees and expenses of the constituent Funds used in the Program.
- Any other charges imposed by law or otherwise agreed to with regard to the Account (including those charges payable to Merrill Lynch and/or third parties as described in the Brochure).

The Strategies available in the Program primarily utilize ETFs and mutual funds, each of which has internal fees and expenses that are specified in the individual Fund prospectus or offering materials. For investments in constituent Funds that are part of the Strategy, you will bear your proportionate share of such constituent Funds’ fees and expenses including, but not limited to, management fees and performance-based compensation paid to such Funds’ investment managers or their Affiliates, fees payable to the constituent Funds’ professional and other service providers, transaction costs and other operating costs. All of these fees and costs may be material, and some may be paid to Merrill Lynch and its Affiliates as compensation for services rendered.

Any Fund contingent deferred sales charge, redemption or other fees imposed by a Fund manager as a result of your redeeming the Fund to invest in a Strategy will be separate from the Program Fee. The Program Fee does not cover or offset any of the fees and expenses that any constituent Fund may incur for transactions occurring within the constituent Fund itself, including commissions and other transaction-related charges incurred by the constituent Fund, even if we effect these transactions for the constituent Fund or provide services to the Fund.

### **Ability to Obtain the Program Services Separately and for Different Fees**

You should consider the brokerage and investment advisory services we make available to determine which may be most appropriate for you. You may be able to obtain some or all of the types of Services described in this Brochure from us without participating in the Program. If you were to do so, your total cost may be lower or higher than the Program Fee.

You may also be able to obtain the same or similar Services, investment solutions, or types of investments through other programs or services; both investment advisory and brokerage, offered by Merrill Lynch. These may be available at lower or higher fees than charged by the Program. You may also be able to obtain some or all of these types of Services from other firms at a total cost that may be lower or higher than the fees charged for the Program.



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More broadly, when you compare the services, investment solutions, account types and programs and their relative costs, you should consider various factors, including, but not limited to:

- Your preference for an investment advisory or brokerage relationship.
- Your preference for a discretionary or a nondiscretionary relationship.
- Your preference for a fee-based or commission-based relationship.
- Your preference for having access to a Program Advisor and associated team compared to having a dedicated financial advisor or an online-only (digital) relationship.
- The types of investment vehicles and solutions that are available in each Merrill Lynch program or service.
- Whether a particular investment solution offered in one service is available through another Merrill Lynch program or service at a lower or higher cost.
- How much of your assets you expect to be allocated to cash.
- The frequency and type of client profiling reports, performance reporting and account reviews that are available in each program or service.

We offer other investment advisory programs, including MGI, MESP and MLIAP. With MGI, you may access certain of the Strategies available in the Program for a fee that is lower than the Program Fee. In the case of MLIAP, depending on the MLIAP fee negotiated with a Merrill Lynch financial advisor chosen by you, the Strategies, as well as other managed strategies that are similar to those available in the Program, could be available at a higher or lower cost that is charged in this Program.

We have provided you with materials that help to explain the various platforms and programs we offer, including the document "Summary of Programs and Services." These documents are available on the Program Website. You should discuss with your Program Advisor the investment solutions, services and Program Advisor access to determine which may be most appropriate for you.

### Funding and Operation of Accounts

**Opening and Funding your Account.** With the Agreement, you can open an account and enroll in the Program electronically. You may need to sign a separate agreement if you want to open an account, including in any other capacity, such as a custodian of an account for a minor or as a joint account owner.

The effective date of the Agreement for your Account will be the date of its acceptance by us and will be indicated in the Account Summary for the Account. The Agreement will not apply to any accounts not reflected in the Account Summary. As discussed above, you must provide us with a valid email address to enroll in the Program. Our advisory relationship begins upon the effective date of the Agreement with you. Any preliminary

discussions or recommendations provided to you before we accept the Agreement do not constitute investment advice under the Advisers Act and should not be relied on as fiduciary investment advice.

You may fund your Account by depositing cash and/or securities acceptable to us. We may determine in our sole discretion that certain assets are ineligible for the Program or otherwise unacceptable. Failure to comply with the request to transfer such assets out of an Account enrolled in the Program may result in that Account's termination from the Program. If we determine in our sole discretion that any contributed investments are not eligible or are unacceptable, the Agreement allows us to sell those investments promptly and charge you a commission for the sale of these investments.

We will as a general matter sell any assets you have in your Account in order to invest in accordance with the particular Strategy that you select for your Account. If we determine not to sell the particular asset, are unable to sell the asset or if you specifically direct us in writing to not liquidate the asset (before it has been liquidated), we have the right to transfer the asset to a securities brokerage account. We will not act as a fiduciary or an investment advisor in connection with these transactions. You are responsible for all tax liabilities arising from any sale of such ineligible or unacceptable assets.

If we are unable to process sell orders to liquidate investments transferred for the purpose of funding your Account, we will not be able to enroll your Account in the Program. If your Account is already enrolled in the Program, your enrollment may be terminated. In such cases, we will notify you of your options, which may include: transferring securities to a new or existing securities (brokerage) account (not part of this Program); or sending the securities back to the originating firm or account.

**Special Note about Funding your Account with Mutual Fund Shares.** Before contributing mutual fund shares to the Program, you should consider the fact that you may have paid a front-end sales charge or may be obligated to pay a contingent deferred sales charge or redemption fee if the mutual fund shares are redeemed by us in order to invest in the Program Strategy you have selected; these fees, where applicable, will remain your responsibility and will be in addition to the Program Fee.

Each mutual fund has its own system of share classes for certain types of clients and accounts. The Program-eligible mutual fund share classes vary depending on the mutual fund, its roster of share classes and our agreements with the mutual funds. In general, the share classes that are eligible for the Program do not have any sales loads or annual asset-based fees. Annual asset-based fees include "service fees" or "Rule 12b-1 fees" charged by the mutual funds. There are some mutual funds available in the Program that have such annual asset-based fees due to share class availability.

If you contribute or hold mutual fund shares that we deem to be ineligible for the Program, we will either sell them and

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purchase the share class eligible for the Program if consistent with the Strategy model or we will exchange them, under the authority provided to us under the Agreement, mutual fund prospectus rules and our own policies, into the Program-eligible share class as promptly as practicable if consistent with the Strategy model. We may also require you to remove them from your Account.

We may not elect to exchange particular share classes of a mutual fund if, for example, there is no equivalent class eligible for the Program or if other circumstances exist. Prior to contributing any mutual fund shares to your Account, you should discuss the impact of the sale or exchange of these holdings with a Program Advisor. By contributing mutual fund shares to your Account in the Program, you could be subject to higher expenses overall once the shares are exchanged into a class we deem to be eligible or if you held them in your brokerage account.

**Contributions and Withdrawals of Assets.** Contributions of cash and securities to your Account may be made at any time. There may be a delay between the date that securities are contributed to a Strategy and the date that MAA invests such funds (or liquidates contributed securities if applicable) in accordance with the applicable Strategy Profile and Program guidelines. We will not be liable for any lost opportunity profits that may result from a delay in investing any contributed securities.

The following will apply to our handling of a withdrawal request:

- In connection with withdrawal requests, liquidation of certain securities may be required and advance notice is needed. You can make a request to withdraw your assets by calling us at 888.654.6837 or as directed on the Program Website.
- You must notify us at least five (5) business days prior to withdrawing funds or securities from your Account. If you have questions or would like information relating to a withdrawal request, please contact us at 888.654.6837.
- In certain situations, it may take longer than **five** business days before you can access your requested funds. Our ability to liquidate securities may be impacted by market conditions and events or pending rebalancing actions being taken for the Strategies.
- If you do not withdraw the proceeds received from a liquidation within fifteen (15) calendar days after the proceeds from the liquidation have settled in the Account, we may then reinvest the proceeds back into the applicable Strategy without notifying you.
- Merrill Lynch reserves the right to liquidate, redeem or exchange Funds and other securities that are transferred from an Account to a brokerage account.
- We reserve the right to terminate any Account that falls below the required minimum asset size as reflected in the applicable Profile for the Strategy.

- Taxable gains and losses may be realized as a result of your withdrawal instructions.
- You will continue to pay the Program Fee with respect to the value of your investments in an Account until the sale or redemption of such securities is settled and the proceeds moved out of the Account.
- Frequent withdrawals from your Account may affect the achievement of your investment goal for the Strategy you selected.
- Your account's trading activity may impact available funds for an Account under margin rules. Please see Item 4 at "Brokerage and Custodial Arrangements and Services" for additional information.

**Changes to Your Strategy.** We will implement any approved change to the Strategy that you select as soon as reasonably possible.

### **Closing an Account and/or Terminating the Agreement.**

The Agreement may be terminated at any time by either us or you, by providing verbal or written notice. The termination of the Agreement will terminate enrollment of the Account in the Program. You can request to terminate your Account's enrollment either online via the Program Website or by phone at 888.654.6837. Your termination of a particular Account will not automatically terminate any of your other Accounts.

Termination of your Account will be effective following the completion of processes that may be required to terminate the Account, including any required liquidation. If you would like to liquidate all or part of your positions when terminating your enrollment in the Program, you may do so by calling us at 888.654.6837. We will attempt to process your requests in a prompt manner. If your withdrawal request requires the liquidation of any securities, it may take up to ten (10) business days to process. Termination of a Program Advisor's employment with Merrill Lynch will not automatically terminate the Agreement.

Upon termination of an Account, a pro-rata adjustment to the Program Fee for the remainder of the billing period will be made, which may result in your receiving a refund of a portion of the Program Fee monthly payment. In addition, your Account will be converted to, and designated as, a brokerage account that will be subject solely to the Merrill Lynch securities brokerage account agreement. Depending on the nature of the account, brokerage services and activities in the brokerage account may be limited. You (or the legal representative of your estate) will have the sole responsibility for the investment of assets in your brokerage account at Merrill Lynch. In the event of a termination, the asset positions at the time of the processing of the termination request will not be liquidated but will be held in your brokerage account.

Notwithstanding the foregoing, there are certain mutual funds (or mutual fund share classes) and other securities that are not eligible to be held in an account that is not enrolled in the Program. Upon Account termination or if you or we move or

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transfer the mutual fund shares from your Account to a brokerage account, we reserve the right to automatically liquidate, redeem or exchange these shares into another appropriate share or unit class in accordance with the applicable offering materials and our own policies without providing prior notice. Additional fees and expenses may apply upon such liquidation, redemption or exchange. Any liquidation, redemption or exchange will generally be effected as soon as practicable, which may be as soon as the close of the next business day following a termination or transfer.

Brokerage share classes generally will have higher operating expenses than advisory share classes that are eligible for the Program and will charge sales loads and annual asset-based fees (which term includes "service fees" or "12b-1 fees"). These fees will be used to compensate Merrill Lynch or one of its Affiliates. This difference in compensation may create a conflict of interest. For additional information, please review Item 9 at "Compensation, Conflicts of Interest and Material Relationships."

An investor who holds a more expensive share class of a Fund will pay higher fees over time-- and earn lower investment returns-- than an investor who holds a less expensive share class of the same Fund. The **total** cost of purchasing and holding Funds through a Merrill Lynch brokerage account will be more or less than continuing to invest in Funds through the Program as part of your selected Strategy.

**Cash Balances and the Cash Sweep Feature.** Your Account will generally have an allocation to cash recommended by the CIO based on the Strategy selected. In certain circumstances, including periods of volatile or uncertain market conditions, any such cash allocations may comprise all or a substantial portion of your Account assets invested in a particular Strategy for defensive purposes and for other cash management purposes. Your Account's cash allocation will be treated as a cash balance in your Account.

Any cash balances will automatically be "swept" in accordance with the cash sweep vehicle available to you (or if more than one is available, as designated by you) as part of the underlying MLPF&S securities account agreement relating to your Account. Cash balances will be swept to a bank deposit account at BANA or other banks affiliated with us (an "Affiliated Bank Deposit Program") or to other cash sweep options we may make available from time to time. The only cash sweep vehicle currently available to you is an Affiliated Bank Deposit Program as described in the underlying MLPF&S securities account agreement relating to your Account.

Cash balances swept to an Affiliated Bank Deposit Program will be placed in a bank deposit account bearing a reasonable rate of interest. Current rates are available from a Program Advisor or online at the link labeled "Deposit Account & Money Fund Rates" in the footer of [merrilledge.com](http://merrilledge.com). The interest rate paid to you by BANA and other banks affiliated with us ("Affiliated Banks") may be lower than the interest rates available on other deposit accounts at the Affiliated Bank or on comparable deposit accounts at other banks. Generally, the rate you will earn

through the Affiliated Bank Deposit Program will be lower than yields on cash alternative investments, such as money market funds, that are available to you through us outside of the cash sweep arrangement. Affiliated Banks will benefit from their use of the deposits. We or our Affiliates will receive compensation from the Affiliated Banks for the services they perform with respect to the Affiliated Bank Deposit Program. This compensation will be in addition to, and will not reduce, your Program Fee, except as required by law, and presents a conflict of interest between you and us. See Item 4 at "Program Fee – Assets on Which the Program Fee is Charged" and Item 9 at "Participation or Interest in Client Transactions and Conflicts of Interest - Cash Balances and Cash Sweep Arrangements."

The cash sweep will not take effect and therefore your cash balance will not be swept into the Affiliated Bank Deposit Program until Merrill Lynch has on file a signed MLPF&S securities account agreement. We reserve the right to terminate you from the Program if we do not have a signed MLPF&S securities account agreement on file. The applicable terms of the available sweep vehicles are described in the disclosures that you received in connection with the underlying MLPF&S securities account for your Account; these terms and the current rates are available from a Program Advisor.

If you have elected the "no sweep" option for the cash balances held in your underlying MLPF&S securities account, the cash balances in your Account will remain in your Account and will not be swept. If you make this selection, you will not earn interest or dividends on cash balances held in your Account. You will be charged the Program Fee on the cash held in your Account even though you are not earning any interest or dividends on that cash.

**Legal Matters and Related Services.** We will not advise or act for you with respect to any legal matters for securities held in your Account, including bankruptcies or class actions and as your broker dealer, we will endeavor to send you any documents received with respect to such matters.

### Tax Matters

You are responsible for all tax liabilities and tax-return filing obligations arising from the transactions in the Program. We are not responsible for attempting to obtain any tax credit or similar item or preparing and filing of any legal document on your behalf. You should review all disclosures you receive associated with the investments held in and transactions occurring within your Account with a qualified tax professional. We do not, and will not, offer tax advice to you and you need to rely on such qualified tax professional in all instances for tax advice.

Rebalancing, liquidations, redemptions, and other Strategy changes may cause you to recognize taxable gains or losses (and you may be obligated to pay other charges), and any other resulting tax liabilities and tax-return filing obligation will be solely your responsibility.

You may instruct us to effect tax-selling requests in your Account by contacting us by telephone at 888.654.6837. To the

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extent we act on your instructions to effect transactions which have tax consequences, we specifically disclaim any undertaking of tax management of your Account or investments and assume no responsibility for any resulting tax consequences.

For example, if you direct us to realize gains in your Accounts, we will resume normal trading activity, which could generate new taxable losses or gains, and the same or similar securities may be repurchased. Similarly, if you direct us to realize losses in your Accounts, we will resume normal trading activity, which could generate new taxable losses or gains. Consistent with an instruction that the intention is to recognize losses consistent with the wash sale rules under the Code with respect to securities, we will attempt to undertake the following:

- We will restrict purchases for securities sold for a loss for a minimum of thirty-one calendar days.
- We will not allow securities currently at a loss to be sold in the Account if a purchase of a substantially similar security occurred within thirty days before the sale.
- We may, at our discretion, engage in strategies to invest the available proceeds for varying time periods in substitute securities, current holdings, and/or alternative securities such as ETFs.

We do not make any guarantee that these actions will be successful in recognizing these losses. We are not providing any tax advice with respect to the effects of these transactions including whether a loss has been recognized under the wash sale rules under the Code. You should consult your own professional tax advisor regarding the tax consequences of these transactions. You should be aware that as a result of these transactions, a higher than normal cash position may result for a period of time. In addition, this type of transactional activity may adversely affect Account performance and may increase the volatility of its results.

## Item 5. Account Requirements and Types of Clients

As a requirement, you must establish an Account and enroll in the Program electronically through the use of the interactive Program Website as described in the Agreement and this Brochure.

Investors generally eligible to participate in the Program include individuals, Retirement Accounts, joint account owners and custodians for an account for minors. As a requirement, you must establish an Account and enroll in the Program electronically through the use of the Program Website as described in the Agreement and this Brochure.

Currently the Program is available at our discretion, to certain clients as determined by us at our discretion.

There is a minimum asset requirement of \$20,000 to enroll into the Program. We may waive or alter this minimum at our

discretion. The Strategies require minimum investment amounts as reflected in the applicable Profile. We may change this minimum at any time.

## Item 6. Portfolio Manager Selection and Evaluation

### Review and Selection of Strategies and Funds Available in the Program

**General.** Through the Program, clients have access to Strategies that offer investment strategies with various investment styles and risk. As a general matter, we decide whether to include particular Strategies and constituent Funds in the Program (or to remove them from the Program) based on a variety of factors, including client needs, investment styles available in the marketplace, platform capacity, client demand and the outcome of certain reviews that are conducted by or under the auspices of Merrill Lynch, including through the CIO.

**Strategy Construction.** Through the Program, we, through the CIO, will construct the Strategies and select the constituent Funds and the allocations or allocation ranges for each Strategy. Please refer to the Profile for additional information about the Strategy you select. In general, we develop the Strategies in an effort to strike a balance between current income and growth.

The CIO constructs Strategies based on risk profiles and corresponding asset allocations. It develops asset allocations for the Strategies based on its view of appropriate Strategic Asset Allocation in light of market conditions, expected trends and corresponding Tactical Asset Allocation adjustments.

In developing its Strategic Asset Allocation, the CIO first forecasts long-term expected return, risk, and correlation assumptions for each asset class (referred to as "Capital Market Assumptions"). The methodology used for each asset class takes into account current valuations as well as historical relationships among asset classes. These Capital Market Assumptions are then used as an input in the development of long-term allocation guidelines (referred to as "Strategic Asset Allocations"), which are the foundation for each Strategy. We review the Strategic Asset Allocations on a periodic basis.

To develop our Tactical Asset Allocation positions, we then make tactical adjustments (referred to as "Tactical Asset Allocation") to the Strategic Asset Allocations based on our near-term market, economic, and asset class expectations. These tactical adjustments overweight or underweight specific asset classes, incorporating our investment views on how market dynamics, phases of the economic or business cycle, and particular investment themes may affect the Strategies. In order to determine Tactical Asset Allocations, we utilize internal as well as third-party research and data at both the macro and micro levels.

The CIO will select constituent Funds to fulfill the Tactical Asset Allocation of the Strategies used in this Program. When



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selecting a Fund for a Strategy, we select only those subject to the CIO Review Process as described in this section. We also consider whether a Fund has sufficient assets under management and meets minimum trading volume parameters. In addition, we evaluate the Fund's share price or net asset value, along with the corresponding allocation weighting, taking into account the Strategy's investment minimum.

Once the Strategies are constructed, the CIO regularly monitors and reviews them and makes adjustments based on asset allocation changes. The constituent Funds used in the Strategies are also periodically reviewed to ensure they continue to meet the criteria for inclusion. The Strategies are also subject to internal governance and oversight processes on a periodic basis, which may include a review of Strategy performance against expectations as well as any applicable investment or regulatory restrictions.

The Program does not currently offer any Funds managed or advised by any of our Affiliates or in which Bank of America, BANA or any of their Affiliates has a material ownership interest ("Related Fund"). However, to the extent any Related Funds become available, we may allow them be available to be constituent Funds of a Strategy. In such case, in exercising its obligations under the Program, we may purchase any such Related Fund. The conflicts of interest and other considerations arising from the use of Strategies constructed, implemented and managed by Merrill Lynch or any of its Affiliates or Related Parties are discussed at Item 9 at "Compensation, Conflicts of Interest and Material Relationships."

**CIO Review Process.** The initial and periodic reviews of Strategies and Funds available in the Program are performed by our product teams through an internal business review. In addition, for the review of Funds, including those to be included in the Strategies' constructed by the CIO, we have in place an investment review conducted by or under the auspices of personnel of the CIO, referred to as the "CIO Review Process." All constituent Funds included in the Strategies are subject to the CIO Review Process.

The CIO Review Process consists of proprietary processes conducted by CIO and those processes and reviews provided by third-party reviewers that we have engaged for this purpose. The third-party reviewer services are generally consistent with the multi-factor processes that the CIO deploys but they are not identical. We, through the CIO, have reviewed such third-party reviewers' processes and believe they are reasonable and appropriate in light of the objectives of the Program.

Once we identify a need for a particular investment management style, we employ a multi factor process to review the Strategies and the constituent Funds to meet this need. These factors may include, but are not limited to: stability of a Fund, adherence to investment style, evaluation of risk and volatility, investment professional and strategy resources, investment philosophy and process, portfolio construction, performance, organization structure and operating and administrative capabilities. In addition, for ETFs, in particular, we

also examine index construction methodology and ETF portfolio management process, tracking error to the reference index, trading costs, liquidity and expenses.

Based on these factors and using the information collected, the CIO Review Process involves quantitative and qualitative analytical methods, some of which may be subjective. Different weightings may be assigned to each of the factors considered and generally no single factor will be determinative. There is no assurance that the CIO Review Process or our internal reviews will identify the best performing Funds.

Our reviews may involve in-person visits, telephone conference calls, reviews of performance, and updates of certain Fund manager prepared materials or fund documents and information. We may also conduct periodic analysis of composite performance to determine whether that performance generally appears to be consistent with that of Funds. We do not perform audits of Funds to verify past performance information that the Funds provide to us.

For each Strategy, we will periodically evaluate factors related to the Strategy and constituent Fund investments that we deem appropriate. For each Fund available at Merrill Lynch, including the constituent Funds, we will periodically evaluate factors related to the Fund investments that we deem appropriate. In addition, we may initiate reviews based on various factors determined by us and the CIO to be appropriate, including the level of assets in a Strategy or constituent Funds in client accounts at Merrill Lynch or an Affiliate, the number or percentage of Merrill Lynch or Affiliate clients in a Strategy or constituent Funds and the asset class involved. If we identify concerns regarding a Strategy or a constituent Fund that we find significant or important, we may choose not to accept any new investments in that Strategy or the constituent Fund. A drift or variation of the style of management of a particular Strategy or constituent Fund from the stated style does not require a removal from our Program offering. Merrill Lynch retains the decision-making authority to add or remove a Strategy or constituent Fund from the Program, regardless of, or in light of the results of, any review conducted, including through the CIO Review Process.

BofAML Global Research, a business unit of Merrill Lynch, publishes research reports and ratings ("Research Ratings") regarding a select universe of ETFs and other exchange-traded products (collectively, "ETPs"). These Research Ratings on ETPs are intended to assess the potential for outperformance of ETP peers in the same coverage category. BofAML Global Research and other business units, including the CIO, apply different methodologies in their review of ETPs, and may arrive at different or inconsistent conclusions with respect to one or more ETPs. Neither the CIO Review Process nor the review performed by our product teams through an internal business review will rely on or otherwise use the ETP Research Ratings as an input or factor. The CIO Review Process and our product team's internal business review will determine an ETP's inclusion, status, and availability in the Strategies.



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*Our review of the Strategies and constituent Funds does not substitute for your ongoing monitoring of your Account and the performance of your investments.*

**Information Available to Program Advisors and Strategy Profiles.** We make available guidance to Program Advisors through regular or ad hoc internal publications, including those from the CIO that reflect our internal opinions and views with respect to a Strategy or Fund. You should discuss with your Program Advisor any questions you may have about our views with respect to a particular Strategy or Fund or review material available at the Program Website.

We make available to you and to Program Advisors a document that contains a description of the Strategy you select, referred to as a "Profile." The Profile for each Strategy is also available on the Program Website. You should carefully read the Strategy Profile provided and understand the relevant objectives, styles and risks.

Performance information in the Strategy Profile may include hypothetical performance data consisting of constituent Fund model results or results of portions of multiple style accounts. No claim is made that performance information contained in the Profile has been calculated according to any industry standards.

Please note that any past performance shown on the Profile is not indicative of future results and your investment performance for any Strategy in your Account may differ from the information presented in the Profile for that Strategy. Your Account performance also may differ for a variety of other reasons, including differences in the types, availability and diversity of securities that can be purchased, regulatory restrictions on the purchase of certain securities, economies of scale and other factors applicable to investments in large accounts, gains or losses caused by currency transactions and other considerations. After considering, among other factors, information and representations provided by the CIO as the manager of the Strategy model, MAA believes that the CIO's past performance is reasonably representative of the investment style as it will be implemented in the Program by MAA and is sufficiently relevant for consideration by a potential or existing client.

### **Advisory Services Provided by Merrill Lynch and Certain Affiliates**

We will generally act as the portfolio manager for your Account as described in Item 4 at "Investment Strategy Services." We act as both the wrap fee program sponsor and portfolio manager for the Strategies offered through the Program and receive the Program Fee as described in this Brochure. We also act as the portfolio manager in other wrap fee programs sponsored by us. We act as an investment adviser in certain investment advisory programs, like MGI, which provides investment advisory services that are similar to the Program Services but are not the same. Additional information is available in the "About Us and the Program" and in Item 4 at "Ability to Obtain Certain Services Separately and for Different Fees."

### **Performance-Based Fees**

The Program does not charge performance-based fees. Certain mutual funds that may be constituent investments as part of the Strategy you select, however, may be subject to performance-based fees or varying Fund expense charges that are imposed by the Fund's manager, advisor or other party that are based on performance of the Fund.

### **Methods of Analysis**

The implementation and management of any CIO Strategy will be dependent upon the CIO's investment expertise, philosophy and process and will be supplemented by the Program Advisor understanding the Strategies and providing advice and guidance to you. To assist your Program Advisor, we have made available various resources, including: (1) investment guidance and management research and publications from the CIO covering macroeconomic and market events and Strategies and Funds and (2) information and assistance from other Merrill Lynch internal specialists and support teams. The use of such guidance and proprietary model portfolios does not assure or guarantee that investment performance will necessarily be profitable or consistent with the proprietary model portfolio.

### **Investment Strategies and Risk of Loss**

Set forth below is a summary description of material risks related to the Services provided in the Program and investment strategies and products that have significant or unusual risks. You should review any investment materials available from your Program Advisor about investments in your Account including any prospectuses and other offering material produced by issuers and sponsors of investment products.

**Target Asset Allocation and Monitoring.** Any target asset allocations (including your Target Asset Allocation) or benchmarks, as applicable, referred to in connection with your Strategy or Account are not intended to be an assurance or guarantee of the performance of any investments in the Strategy or of the Account itself. There is no assurance that the performance results of any benchmark or index used in connection with a Strategy, including those shown in a Profile can be attained. Market movements and other factors (including withdrawals from an Account) may result in significant differences between the performance of your Strategy and any Target Asset Allocation for your Account.

**Lack of Diversification.** Merrill Lynch typically recommends that clients diversify their investments across multiple asset classes, issuers, sectors and industries to reduce the additional investment risk frequently associated with concentrated investments. You should understand that concentrated portfolios, including Accounts with a concentration in one asset class, typically result in increased risk and volatility and decreased diversification, which could result in losses. You may

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request that we follow certain guidelines or restrictions on your Account that may result in the Strategy being implemented in your Account being concentrated in one or a few sectors, industries or securities. Concentrated portfolios typically increase the risk and volatility of an Account and may result in a decrease in diversification. We may determine not to accept such guidelines and/or restrictions.

**Using Your Account as Collateral.** You may take action to make certain of your Account assets “pledged” or used as collateral (if we consent) in connection with loans you obtain through certain Affiliated or unaffiliated loan programs, such as, but not limited to, the securities based lending Loan Management Account® and Mortgage 100®/Parent Power® mortgage programs (“Lending Programs”). Risks to your Account may be heightened in the event you pledge your Account or if your pledged Account makes up all, or substantially all, of your overall net worth or investible assets. The lender has the right to protect its own commercial interests and to take actions that adversely affect the management of your Account and related performance.

Regardless of whether the lender is us or an Affiliate or a third-party lender, the lender’s lien is senior to any rights we may have on the assets in the Account. As such, the lender has the right to sell securities in the Account that serve as collateral, if needed. Neither you nor any of us (including our Affiliates), if applicable, may be provided with prior notice of a liquidation of securities or transfer of interests in your pledged Account. Furthermore, neither you nor we are entitled to choose the securities which are to be liquidated or transferred by the lender.

**Use of Strategies Where Merrill Lynch Is the Manager.** The Strategies currently available in the Program are those that are constructed, implemented and managed by Merrill Lynch (through the CIO) or one of its Affiliates. These Strategies are not subject to the same level of review that is applicable to third-party manager strategies that Merrill Lynch may offer in its other investment advisory programs.

**Role of a Program Advisor in the Program.** A Program Advisor’s view of the Strategies will be an important factor in determining which Strategies are recommended to you or purchased for your Account.

**Cyber Security Risks.** With the increased use of technologies to conduct business, Merrill Lynch and its Affiliates are susceptible to operational, information security, and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events and may arise from external or internal sources. Cyber attacks include unauthorized access to digital systems (such as through “hacking” or malicious software coding) for purposes of misappropriating assets or sensitive information; corrupting data, equipment, or systems; or causing operational disruption. Cyber attacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (making network services unavailable to intended users).

Cyber incidents may cause disruptions and affect business operations, potentially resulting in financial losses, impediments to trading, the inability to transact business, destruction to equipment and systems, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs. Similar adverse consequences could result from cyber incidents affecting a Fund in which your Account invests, issuers of securities and other interests in which such a Fund may invest, counterparties with which a Fund engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions (including financial intermediaries and service providers), and other parties.

**General Risks Associated with Investments in your Account.** All investments involve risk, the amount of which may vary significantly. Investment performance can never be predicted or guaranteed, and the values of your assets will fluctuate due to market conditions and other factors. Investments made, and the actions taken, for your Program assets will be subject to various market, liquidity, currency, economic and political risks, and will not necessarily be profitable. **You should review the offering materials and other disclosures available for the Strategies and for the constituent Funds to get an appreciation of their associated risks and fees.**

You are assuming the risks involved with investing in the Strategies and the constituent Funds. You could lose all or a portion of the amount held in the Program. There is no assurance that the performance results of any benchmark or index used in connection with a Strategy, including those shown in a Profile, can be attained. Market movements and other factors may result in significant differences between the performance of your Account, your Account’s Target Asset Allocation and the Strategy selected for your Account.

For a discussion of conflicts of interest with the use of certain of these investments and securities, please review Item 9 at “Compensation, Conflicts of Interest and Material Relationships.”

**Particular Risks about ETFs.** The Strategies you select generally consist of shares of, or interests in, ETFs. Below is a summary of certain risks relating to investing in ETFs that may apply to all or certain types of ETFs included in a Strategy. Please refer to the particular ETF Prospectus for more information about the risks applicable for a particular ETF.

ETFs are subject to risks relating to market trading that include the potential lack of an active market for ETF shares and disruptions in the creation and redemption process. Although ETF shares are listed on a national securities exchange, it is possible that an active trading market in the shares of a particular ETF may not develop or be maintained, particularly during times of severe market disruption. If ETF shares need to be sold when trading markets are not properly functioning, the ETF shares may be sold at a significant discount to their Net Asset Value (“NAV”) or it may not be possible to sell them in the

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secondary market. Market and other disruptions also make it difficult for the ETF manager to accurately price its investments, thereby potentially affecting the ETF's price and performance. Similarly, an exchange or other markets may issue trading halts on specific securities or derivatives, which will affect the ability of the ETF to buy or sell certain securities or derivatives. In such circumstances, the ETF may be unable to rebalance its portfolio or accurately price its investments and may incur substantial trading losses.

ETFs that seek to track the performance of a specified underlying index ("Index ETFs") are not actively managed and the investment advisers of such ETFs do not attempt to take defensive positions in declining markets. Therefore, Index ETFs may be subject to greater losses in a declining market than a fund that is actively managed. A number of factors may affect an Index ETF's ability to achieve a high degree of correlation with its underlying index, and there can be no guarantee that an ETF will achieve a high degree of correlation with its underlying index either on a single trading day or for a longer time period. Factors such as ETF expenses, imperfect correlation between the ETF's investments and the components of the underlying index, rounding of share prices, changes to the composition of the underlying index, regulatory policies, a high portfolio turnover rate, and the use of leverage all contribute to tracking error and correlation risk. Failure to achieve a high degree of correlation may prevent an ETF from achieving its investment objective and cause the ETF's performance to be less than you expect.

As an ETF shareholder, you, along with other shareholders of the ETF, will bear a proportionate share of the ETF's expenses, including, as permitted by applicable law, certain management and other fees, which may be payable to us or a Related Company. An ETF's Prospectus contains a description of its fees and expenses. When you invest in an ETF, you will indirectly pay a proportionate share of the ETF's costs for services that may be similar to, or duplicative of, services rendered as part of the Program and paid for directly through the Program Fees.

**Particular Risks about Mutual Funds and Non-traditional Funds.** The Strategies you select may invest in shares of, or interests in, mutual funds. Please refer to the particular mutual fund prospectus for more information about the risks applicable for that mutual fund.

The CIO may determine to invest in shares of or interests in Non-traditional Funds ("NTFs"). NTFs are mutual funds and ETFs registered with the SEC that we classify as "Alternative Investments" as an asset class because their principal investment strategies utilize alternative investment strategies (including short selling, leverage and derivatives as principal investment strategies) or provide for alternative asset exposure as the means to meet their investment objectives. NTFs may not have the same type of non-market returns as other types of Alternative Investments since NTFs have a relatively liquid and accessible structure with daily pricing and liquidity, are subject to a more structured regulatory regime and offer lower initial and subsequent investment minimums.

As a constituent Fund shareholder, you, along with other shareholders of the Fund, will bear a proportionate share of the constituent Fund's expenses, including, as permitted by applicable law, certain management and other fees which may be payable to us or a Related Company. The constituent Fund's prospectus or other disclosure document contains a description of its fees and expenses. Not all constituent Fund fees and expenses are applicable to every Strategy offered. If you invest in a Fund, you will indirectly pay, through the Fund's net asset value, a proportionate share of the Fund's costs for services that may be similar to, or duplicative of, services rendered as part of the Program and paid for directly through the Program Fees.

The fees and expenses incurred by any constituent Fund purchased for you through the Program may be in addition to certain of the expenses covered by the Program Fee. Among other services provided, we or our Related Companies may effect transactions for any of these constituent Funds, and any compensation paid to us or our Related Companies by the mutual funds, or their Affiliates, is in addition to the Program Fee. Due to the additional economic benefit to us or our Related Companies when assets in your Account are invested in a mutual fund, a conflict of interest exists.

We attempt to address this conflict by selecting constituent Funds based on the investment merits of the particular investment products and not based on the compensation that we and our Related Companies earn and through the disclosure in this Brochure. For more information about other compensation MLPF&S or its Related Companies may receive in connection with the Program, see Item 9 at "Certain Arrangements with Certain Funds and Fund-Related Compensation."

### Tailored Investment Advice

Under the Program, you set a Target Asset Allocation for your Account based on certain factors provided by you and select a Strategy for each Account in the Program. You also may request that we impose Reasonable Investment Restrictions. If you have an investment policy statement or other investment guidelines ("IPS"), it is your responsibility to ensure that the IPS is properly reflected in your responses inputted into the Online Profiling Process and to the Program Advisor, including any investment restrictions. We do not have any responsibility to review, monitor or adhere to any IPS relating to your Account. Adherence to your IPS is solely your responsibility. To the extent the terms of such IPS conflict with a Strategy you select under the Program, by signing the Agreement, you have agreed that the terms of such IPS were amended to incorporate by reference such investment or Strategy.

### Voting Client Securities

You have the right to vote proxies for securities held in your Account and will retain proxy voting authority for such securities.

## Item 7. Client Information Provided to

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### Portfolio Managers

As part of the enrollment process, we elicit information about your financial circumstances, risk tolerance, time horizon and other relevant information relating to your Account. In managing your assets, we rely on information you provide and it is your responsibility to notify us promptly of any updates to such information. You can do this by updating your Account information through the Program Website or by phone at 888.654.6837.

In the Agreement you represent to us that you will provide us with information that is accurate and complete in all material respects. It is your responsibility to notify us promptly of any material changes to the information you furnish to us, since failure to do so could affect the suitability of the services being provided. We will not be required to verify the accuracy of any such information.

### Item 8. Client Contact with Portfolio Managers

We will make one or more of our advisory or investment personnel reasonably available for consultation with you, if you request.

### Item 9. Additional Information

#### Disciplinary Information

The following is a summary of certain adverse legal and disciplinary events and regulatory settlements that may be material to your decision of whether to retain us for your investment advisory needs. Certain disclosures below relate to disciplinary events that occurred with predecessor firms, Banc of America Investment Services, Inc. ("BAI") and Banc of America Securities LLC ("BAS"), which merged with MLPF&S in the 2009-2010 time period. You can find additional information regarding these settlements in Part 1 of Merrill Lynch's Form ADV at: [adviserinfo.sec.gov/IAPD](http://adviserinfo.sec.gov/IAPD).

On August 20, 2018, the SEC announced that MLPF&S, without admitting or denying the findings, entered into a settlement related to willful violations of Sections 206(2) and 206(4) of the Advisers Act and Advisers Act Rule 206(4)-7. Specifically, the SEC's administrative order found: (1) a failure to disclose that the portfolio manager process employed in connection with a January 2013 termination recommendation was exposed to a conflict of interest (less than one-seventh (1/7) of 1% of total advisory accounts (approximately 1,500) were invested in the products subject to the termination recommendation); and (2) a failure to adopt and implement written policies and procedures reasonably designed to prevent violations of the Advisers Act. In determining the appropriate sanctions, the SEC considered Merrill Lynch's remedial acts promptly undertaken and cooperation afforded the SEC staff. Merrill Lynch consented to the imposition of a cease-and-desist order, a censure, and disgorgement and a financial penalty totaling approximately \$8.8

million.

On June 16, 2014, MLPF&S, without admitting or denying the findings, entered into a FINRA settlement relating to its failure to have an adequate supervisory system to ensure that certain clients received sales charge waivers for purchases of certain mutual funds' Class A shares which affected certain retirement accounts and certain clients with a particular type of brokerage account. This settlement resulted from MLPF&S self-identifying certain of these issues. MLPF&S consented to the imposition of a censure and a fine of \$8 million and agreed to provide additional reimbursement to the agreed upon impacted clients and has reimbursed all such impacted clients.

On June 21, 2012, MLPF&S, without admitting or denying the findings, entered into a FINRA settlement related to the following: (1) failure to have an adequate supervisory system around billing processes for certain investment advisory programs and, as a result, overcharging certain client accounts during the 2003-2011 time period (client accounts impacted were less than 5% of its total advisory accounts and the aggregate fee overcharge amount was less than 1/2 of 1% (approximately \$32 million) of the total advisory fees billed during that period); (2) failure to send contemporaneous or periodic trade confirmations to certain client accounts for ten investment advisory programs; (3) having inaccurate or incomplete trade confirmations for certain mutual fund transactions by failing to state trade capacity (agent or a principal) on trade confirmations and account statements; (4) failure to deliver (directly or through a vendor) proxy materials to certain clients or to their designated investment advisers and failure to have an adequate supervisory system to detect this failure (clients impacted constituted less than 1% of its clients during the relevant period); and (5) failure to send margin risk disclosure statements and/or business continuity plans to certain clients upon the opening of their accounts (clients impacted were less than 1% of its clients during the relevant period). In determining the appropriate sanctions, FINRA considered MLPF&S' internal review through which it identified the violations, the remedial measures that it took to correct its systems and procedures, and its efforts to provide remediation to affected clients. MLPF&S consented to the imposition of a censure and a fine of \$2.8 million. All overcharged accounts were reimbursed.

On October 4, 2011, MLPF&S entered into a consent agreement with FINRA regarding its alleged failure to have a supervisory system to ensure that all accounts in which an employee either had a financial interest or over which the employee had control were monitored and reviewed for potential misconduct. In addition, FINRA found that MLPF&S failed to establish, maintain and enforce written procedures to adequately supervise a registered representative who was subsequently found to have used a business account at the firm to implement a fraudulent scheme. Without admitting or denying the findings, MLPF&S consented to the entry of findings, a censure, and a fine of \$1 million.

On June 6, 2009, BAI and BAS, two of our predecessor firms,



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were enjoined by the United States District Court for the Southern District of New York from violating, directly or indirectly, Section 15(c) of the Exchange Act. The injunction was the result of an SEC complaint alleging that BAI and BAS had violated Section 15(c) of the Exchange Act by allegedly misleading customers about the nature and risks associated with auction rate securities ("ARS"). Without admitting or denying the allegations, BAI and BAS entered into a consent decree and agreed to a series of undertakings designed to provide relief to certain individual investors. On January 10, 2012, MLPF&S agreed to settlements with the Illinois Securities Department (for alleged activities of BAS and BAI, its predecessors by merger) and the North Carolina Department of the Secretary of State, Securities Division (for ARS activities of MLPF&S) involving the marketing and sale of ARS. In both actions, it was alleged that the inappropriate marketing and sales of ARS occurred without adequately informing certain customers of the increased risks of illiquidity associated with ARS that constituted an occurrence of dishonest and unethical practices in the offer and sale of securities and failure to supervise. In the Illinois action, MLPF&S agreed, among other things, to repurchase at par certain illiquid ARS and to pay a total fine of \$1,578,321 to the State of Illinois out of a total civil penalty of \$50 million that was to be distributed among the other state regulator parties to an ARS-related consent order. With respect to the North Carolina action, MLPF&S agreed, among other things, to repurchase at par certain illiquid ARS held by certain of its clients and to pay a total fine of \$3,193,552 to the North Carolina regulator representing its portion of a total civil penalty of \$125 million that was to be distributed among the other state regulator parties to an ARS-related consent order.

### Other Financial Industry Activities and Affiliations

MLPF&S, an indirect wholly owned subsidiary of Bank of America, is a leading global investment banking firm and a registered broker-dealer, investment adviser and futures commission merchant. In the United States, MLPF&S acts as a broker (i.e., agent) for corporate, institutional and governmental and private clients and as a dealer (i.e., principal) in the purchase and sale of corporate securities, primarily equity and debt securities traded on exchanges or in the over-the-counter markets. We also act as a broker and/or a dealer in the purchase and sale of mutual funds, money market instruments, government securities, high-yield bonds, municipal securities, financial futures contracts, and options. The futures business and foreign exchange activities are conducted through MLPF&S and other Affiliates.

MLPF&S operates the firm's U.S. retail branch system, and also provides financing to clients, including margin lending and other extensions of credit as well as a wide variety of financial services, such as securities clearing, retirement services, and custodial services.

In July 2015, Bank of America announced a decision to separate the retail and institutional broker-dealer activities currently operating through MLPF&S into two distinct legal entities. Retail customers will continue to be serviced through MLPF&S,

while institutional clients currently transacting through MLPF&S will move to a new broker-dealer entity, which is also a wholly owned indirect subsidiary of Bank of America. The migration of institutional broker-dealer activities to this new Merrill Lynch Affiliate is subject to regulatory approvals and is intended to conclude in 2019.

MAA, an indirect wholly owned subsidiary of Bank of America, is a registered investment adviser that provides investment advisory services to clients that establish accounts under the Program and other investment advisory programs, including the MLIAP, MESP and MGI.

As registered investment advisers, MLPF&S and MAA complete Form ADVs, which they publicly file with the SEC (available at [adviserinfo.sec.gov/IAPD](http://adviserinfo.sec.gov/IAPD)). For purposes of Form ADV Part 2, certain MLPF&S and/or MAA management persons are registered as registered representatives or associated persons of Merrill Lynch. In the future, certain MLPF&S and/or MAA personnel may be considered management persons and, as such, may be registered, or have applications pending to register, as registered representatives and associated persons of Merrill Lynch to the extent necessary or appropriate to perform their job responsibilities.

Bank of America, through its subsidiaries and Affiliates, including us, provides broker-dealer, investment banking, financing, wealth management, advisory, asset management, insurance, lending and related products and services on a global basis. These products and services include (1) securities brokerage, trading and underwriting; (2) investment banking, strategic advisory services (including mergers and acquisitions) and other corporate finance activities; (3) wealth management products and services including financial, retirement and generational planning, asset management and investment advisory and related record-keeping services; (4) origination, brokerage, dealer and related activities in swaps, options, forwards, exchange-traded futures, other derivatives, commodities and foreign exchange products; (5) securities clearance, settlement financing services and prime brokerage; (6) private equity and other principal investing activities; (7) proprietary trading of securities, derivatives and loans; (8) banking, trust and lending services, including deposit-taking, consumer and commercial lending, including mortgage loans, and related services; (9) insurance and annuities sales; and (10) providing research, including about global equity strategy and economics, global fixed-income and equity-linked research, global fundamental equity research, and global wealth management strategy.

Bank of America is subject to the reporting requirements of the Exchange Act, and additional information about Bank of America can be found in publicly available filings with the SEC.

### Code of Ethics and Personal Trading

Merrill Lynch and its parent company, Bank of America, engage in a wide range of activities and businesses across a broad spectrum of clients. As a result, we recognize actual, potential



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and perceived conflicts of interest may develop in the normal course of operations in various parts of the Bank of America organization. To address these potential conflicts, information walls are in place to allow multiple businesses to engage with the same or related clients at the same time, while mitigating the conflicts which may arise from such a situation. For example, information walls are designed to prevent the unauthorized disclosure of material nonpublic information and allow public side sales, trading and research activities to continue while other businesses within the Bank of America organization possess material nonpublic information. Additionally, Bank of America maintains a Code of Ethics which provides guidelines for the business practices and personal conduct all associates and board members are expected to adopt and uphold.

Managing conflicts of interest is an integral part of Bank of America's risk management process. Bank of America and Merrill Lynch each evaluates its respective business activities and the actual and possible conflicts that may emerge from its activities on an ongoing basis. To the extent that existing or new business activities raise an actual conflict of interest, or even the appearance of a conflict, we endeavor to provide you with full and clear disclosure or to take action to avoid them.

Each of MLPF&S and MAA has adopted an Investment Adviser Code of Ethics (the "Code of Ethics") covering its personnel who are involved in the operation and offering of investment advisory services. Each Code of Ethics is based on the principle that clients' interests come first, and it is intended to assist employees in meeting the high standards that each of MLPF&S and MAA follows in conducting its respective business with integrity and professionalism. Each Code of Ethics covers requirements relating to employees complying with all applicable securities and related laws and regulations; reporting and/or clearance of employee personal trading; prevention of misuse of material nonpublic information; and the obligation to report possible violations of the Code of Ethics to management or other appropriate personnel. Covered personnel must certify to the receipt of the Code of Ethics. We will provide a copy of each Code of Ethics to you upon request.

MLPF&S and MAA have each imposed policy restrictions on all personnel for transactions for their own accounts and accounts over which they have control or a beneficial interest. In addition, we have special policies requiring that certain personnel obtain specific approval of securities transactions and have implemented procedures for monitoring these transactions, as well as those of all our employees. Our requirements impose certain responsibilities on Program Advisors and their trading. Advisors are permitted to participate in block trades along with their clients and/or other Program clients.

MLPF&S and MAA each acknowledge that it is subject to fiduciary responsibilities under the Advisers Act when it provides the investment advisory services pursuant to the Agreement.

### Compensation, Conflicts of Interest and Material Relationships

**Your Enrollment in the Program Benefits Us and the Program Advisor.** We (including our Affiliates and any Related Companies), the Program Advisor that you interact with and other of our employees' benefit from the fees and charges paid by you and other clients for the Services described in this Brochure. Program Advisors receive compensation from us for providing the Services to clients enrolled in the Program. Their compensation will vary depending in part on the amount you invest with us.

The amount of compensation we receive from your enrollment in the Program may also be more or less than the compensation that we might receive if you had instead participated in other investment advisory programs offered by MLPF&S or its Affiliates or if you had engaged in the investment activities in a brokerage securities account. As there is a difference in compensation, we and our Program Advisors may be viewed as having a financial incentive to recommend this Program over other programs or other services.

We may suggest or recommend that clients, including Program clients, use our securities account, execution and custody or other services, or such services of an Affiliate. Similarly, Advisors may suggest or recommend that you purchase our products or our Affiliates' products. Where you use or purchase Merrill Lynch's or our Affiliate's services or products, we and our Affiliates will receive fees and compensation. Program Advisors may, as permitted by applicable law, receive compensation (the amount of which may vary) in connection with these products and services.

We address these conflicts in a variety of ways, including disclosure of various conflicts in this Brochure. Moreover, we, through our Program Advisors are required to recommend investment advisory programs, investment products and securities that are suitable for each client based upon the client's investment objectives, risk tolerance and financial situation and needs. In addition, we have established a variety of restrictions, procedures and disclosures designed to address potential conflicts of interest — both those arising between and among Accounts as well as between Accounts and our business.

### Receipt of Compensation from Investment Advisers, including Gifts and Other Non-Monetary Compensation.

We and our Affiliates have business relationships with many investment managers, some of which may be Fund sponsors or have affiliates that are Fund sponsors of the constituent Funds. For example, these investment managers may direct their clients' transactions to us and receive research, execution, custodial, pricing and other services offered by us in the normal course of their business. We may receive compensation in connection with such transactions and other services.

Investment managers may pay for, or reimburse us or our Affiliates for, various costs arising from client and prospective client meetings, sales and marketing materials, and educational, training and sales meetings held with our advisors and other personnel of MLPF&S, MAA or their Affiliates relating to Merrill Lynch investment advisory programs and asset management generally. The investment manager may also make

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charitable donations or cover the costs of reasonable entertainment in connection with events sponsored by MLPF&S or its Affiliates or related to clients.

Some third-party vendors, including third-party managers, distributors, and insurance companies, will periodically participate in MLPF&S or Affiliate-hosted internal training and education conferences, as well as conferences that MLPF&S or its Affiliates may host for clients. The amount paid for participation is used to offset the expenses incurred for these events and cannot be reasonably allocated to any particular client. The amount paid by any third-party vendor may vary. Based on our historical experience, the aggregate value of these payments to MLPF&S (and its Affiliates) in any particular year has represented less than one-half of one basis point (0.005%) of total customer assets that may be used to procure such vendors' products and services. Note that the level of vendor support is not dependent or related to the level of assets invested by you or any other of our clients in or with the products or services of the particular vendor. Neither MLPF&S nor its Affiliates incentivize financial advisors to recommend one vendor's product over another vendor.

From time to time, third-party vendors, including third-party managers, distributors, and insurance companies, may provide MLPF&S with non-monetary gifts and gratuities, such as promotional items (e.g., coffee mugs, golf balls, or gift baskets), meals and access to certain industry-related conferences (collectively, "gifts"). Third-party vendors may also make charitable donations or cover the costs of reasonable entertainment in connection with events sponsored by MLPF&S or its Affiliates or related to clients. MLPF&S has implemented policies and procedures intended to identify, quantify and track gifts that MLPF&S receives. MLPF&S will report gifts received by it or its employees to the extent such amounts exceed the thresholds imposed by applicable regulations.

We have adopted various policies and procedures reasonably designed to prevent the receipt of the additional compensation, and other business arrangements from affecting the nature of the advice we provide, although such policies and procedures do not eliminate such conflicts of interest. We and our Affiliates select the Funds that are available on our brokerage and advisory platforms and offered through the Program based on qualitative and quantitative evaluation of such factors as performance, risk management policies and procedures and consistency of the execution of their strategy.

### **Certain Fund Arrangements and Fund-Related**

**Compensation.** Your Accounts will invest in mutual funds and ETFs. We and our Affiliates receive fees paid by certain Fund sponsors or their Affiliates for licensing or other arrangements. These fees are typically calculated as a percentage of the assets of the Funds.

For constituent mutual funds that are part of a Strategy, your Assets are generally invested in the lowest cost share class available to you for a mutual fund available in the Program. The Program-eligible Fund share classes vary depending on the

Fund, its roster of share classes and our agreements with the Funds. In general, the share classes that are eligible for the Program do not have annual asset based fees like Rule 12b-1 fees, although there are some mutual funds available in the Program that have such fees due to share class availability or legacy positions that are pending conversion to an eligible share class. In addition, we only recommend or select in the Program and other Merrill Lynch securities accounts a mutual fund share class that provides for a payment to be made by the mutual fund to one of our Affiliates for providing certain sub-accounting, transfer and related services, including recordkeeping, processing, reporting and dividend reinvestment services ("sub-accounting/transfer services").

A mutual fund may offer a fund share class that does not include the fee for these sub-accounting/transfer services that our Affiliate provides. Accordingly, you should not assume that you will be invested in the share class with the lowest possible expense ratio that the mutual fund provider makes available to the investing public. It is generally in your best interest to purchase lower-fee share classes because your returns are not reduced by additional fees and expenses. For clients in the Program, neither the Program Advisor or the CIO who manages the Strategies have an incentive to recommend or select share classes that have higher expense ratios because their compensation is not affected by the share class selected.

Under our agreements with each mutual fund (or its respective principal underwriter or other agent), we provide sub-accounting/transfer services for holders of mutual funds shares in an Account as well as in a brokerage account at Merrill Lynch. These service arrangements and the amount of compensation vary by mutual fund and by share class. We and our Affiliates receive the agreed-upon sub-accounting/transfer services fee for providing these services, and this cost is either borne by the mutual fund (like other mutual fund expenses) as part of its operating costs or by its adviser, principal underwriter or other agent.

Depending on the specific arrangements, we or our Affiliate will receive fees from or on behalf of the mutual fund fees of either up to 0.15% per annum of the amount invested in such mutual fund or up to \$21 annually per Merrill Lynch client position in the mutual fund. These fees and fee rates are subject to change from time to time and may be received individually or as part of a "bundled" arrangement with a mutual fund that includes other types of fees, such as distribution and marketing support payments.

In addition, from time to time a Fund registered under the Investment Company Act may authorize us to make available to clients participating in the Program a class of shares of such Registered Fund with a lower fee structure that we believe is more beneficial to you than the class of shares previously made available in the Program. Where such exchange is available, under the authority provided to us under the Agreement, we will effectuate an exchange to the other class of shares of this Fund with the lower fee structure as promptly as practicable taking

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into account the administrative and operational requirements necessary to implement the exchange.

We do not retain annual asset-based fees or compensation for sub-accounting/transfer services for mutual funds held in Retirement Accounts.

We have prepared and provided to you at account opening a document entitled "Mutual Fund Investing at Merrill Lynch" available on the Program Website or at [ml.com/funds](http://ml.com/funds) or upon request.

Any fees or compensation, including the sub-accounting/transfer services fees, licensing fees and other compensation ("Fund-Related Compensation"), that we and our Affiliates receive from or on behalf of a constituent Fund or a Fund manager or sponsor in connection with your investments in an Account enrolled in the Program will be in addition to the Program Fee and, except to the extent required by applicable law, we and our Affiliates do not offset the Program Fee by the amount of such Fund-Related Compensation we receive. You should consider this Fund-Related Compensation when evaluating the amount and appropriateness of the fees we earn in connection with your Account and the Program.

As a result of such Fund-Related Compensation, we may have a conflict of interest in selecting certain constituent Funds for inclusion in the Strategies over others. You should be aware that the amount of fees paid by the different constituent Funds or Fund sponsor or manager varies, in certain circumstances, between share classes of individual funds. In addition, you should be aware that mutual funds and share classes that would otherwise meet our criteria for inclusion in a Strategy but whose principal underwriters, agents or sponsors do not agree to pay such fees may not be selected, thereby limiting the available universe of mutual funds.

The presence of Fund-Related Compensation also creates an incentive for us to recommend that you invest in mutual funds that pay higher fees to us or our Affiliates. It is possible that the presence of these compensation arrangements will also cause us and our Affiliates to forego opportunities to negotiate more favorable financial terms for client investments in mutual funds or to recapture all or a portion of the amount of such Fund-Related Compensation for your benefit.

We or our Affiliates may effect transactions for any of the constituent Funds in the Strategies available in the Program, and any compensation paid to us or our Affiliates by the Fund or its Affiliates is additional compensation to us for services we and our Affiliates may provide to them.

We address the conflicts of interests associated with the payment of Fund-Related Compensation in the following ways. For mutual funds, we generally offer a mutual fund share class in the Program that pays us the Fund-Related Compensation relating to the sub-accounting/transfer services fees and we disclose this and any other Fund Compensation we receive from mutual funds. We also calculate the compensation paid to our

Program Advisors on the same basis for all Program assets without regard to the amount of Fund-Related Compensation we or our Affiliates receive. Additionally, we and our Affiliates select mutual funds or ETFs that are available on our investment advisory platforms and offered through the Program based on qualitative and quantitative evaluation of such factors as performance, risk management policies and procedures and on the consistency of the execution of their strategy. We have adopted various policies and procedures reasonably designed to prevent the receipt of Fund-Related Compensation and other business arrangements from affecting the nature of the advice we and our Program Advisors provide, although such policies and procedures do not eliminate such conflicts of interest.

### **Relationships with Asset Managers, Sponsors and**

**Managers.** From time to time, Merrill Lynch may enter into distribution agreements with one or more asset managers or sponsors pursuant to which Merrill Lynch distributes certain products and services sponsored or advised by the asset manager. Due to these relationships, their management and employees may be provided a broader level of access and exposure to Merrill Lynch, our management, our Advisors and other personnel. In addition, they may be deemed to have increased exposure at marketing events or in Advisor and client materials. Such access and exposure may not be available to other asset managers or sponsors and may enhance the ability of our Affiliates to distribute their funds and other investment products through us.

We and our Affiliates receive fees paid by certain ETF or similar product sponsors or their Affiliates for licensing or other arrangements. These fees are typically calculated as a percentage of the assets of the ETF or similar product. We attempt to address this conflict by selecting Funds based on the investment merits of the particular investment products and not based on the compensation that we and our Related Companies earn and through the disclosure in this Brochure.

### **Relationship with Related Funds and Affiliate Programs.**

We do not currently offer any Related Funds in the Program. We may, however, include Related Funds as an investment product available in the Program in the future. The Related Funds would include those funds that are advised by our Affiliates. We would benefit from our economic interest in such entities or their Affiliates when they receive compensation for providing investment advisory, administrative, transfer agency, distribution or other services to Related Funds or other investment products. The extent of this benefit will be greater than when we or our Affiliates do not have an economic interest in the firm providing such services. If we include Related Funds in the Program, we would benefit from increased sales of Related Funds and other investment products of Related Companies and Affiliates to a greater extent than from increased sales of funds or investment products of other firms in which we and our Affiliates do not have a similar economic interest or relationship. We address these conflicts by disclosing them in this Brochure.

Our Affiliates and related business divisions, such as U.S. Trust,

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offer their own managed products or wrap programs that are similar to this or other Merrill Lynch programs. Advice and/or recommendations provided to accounts in these programs will be different from, or even conflict with, the advice and guidance provided in connection with the Program, including as to the Fund recommendations and review determinations. This is due to, among other things, the differing nature of the Affiliate's investment advisory services and differing processes and criteria upon which determinations are made. For example, the CIO may recommend a specific investment manager for inclusion in a U.S. Trust program, but not in a Merrill Lynch program.

Further, although the CIO releases information and analyses about a Fund to all Affiliates simultaneously, it is possible that such Affiliates will act on that information before Merrill Lynch or MAA has had the chance to evaluate and act on those changes. Accounts participating in Merrill Lynch programs that commence trading after programs of other Affiliates may be subject to price movements, particularly with large orders or where securities are thinly traded, that would cause them to receive prices that are less favorable than those obtained by Affiliates.

**Provision of Diversified Financial Services.** Bank of America is a diversified financial services company that generally seeks to provide a wide range of services to retail and institutional clients for which it receives compensation. As a result, Bank of America and Merrill Lynch can be expected to pursue additional business opportunities with the firms whose investments Merrill Lynch and its Affiliates make available to its clients through the Program. Consistent with industry regulations, these services could include banking and lending services, sponsorship of deferred compensation and retirement plans, recordkeeping services, investment banking, securities research, institutional trading and prime brokerage services, custody services, investment advisory services, and effecting portfolio securities transactions for its clients. We attempt to address this conflict through the disclosure in this Brochure and by selecting Funds based on the investment merits of the particular investment products and not on the compensation that we and our Affiliates earn from providing these services.

We may introduce Fund and other investment product distributors, sponsors, service providers or their Affiliates to other services that Bank of America, Merrill Lynch and their other Affiliates provide. As such, Merrill Lynch and its Affiliates may earn additional compensation for services. Revenue paid for, or generated by, such services may not be used by these investment or service providers to compensate Merrill Lynch, directly or indirectly, for any of the Fund fees described throughout this Brochure. Information about a particular Fund's policies regarding selection of brokers may be found in the Fund's statement of additional information, which you may request from the Fund.

From time to time, MLPF&S may offer to clients or potential clients certain promotions or rewards in connection with opening, maintaining or adding assets to a MLPF&S securities

account. Such promotions or rewards may include, by way of example, the payment of a cash reward. The promotions may require a client to request to receive or participate in the promotion or reward, and/or require a client to meet various eligibility criteria. While these promotions or rewards may extend to a client's MLPF&S securities account that holds assets in the Program, participation in the Program is not a condition for these promotions or rewards.

### Participation or Interest in Client Transactions and Conflict of Interests

There are various ways that we can be viewed as participating or having an interest in client transactions. These situations and any conflicts of interest arising from such activities, execution approach or other capabilities we offer in the Program are discussed in this section and throughout the Brochure.

**Loans and Collateral.** Certain of your Account assets may be "pledged" or used as collateral, with our consent, in connection with loans obtained through certain Affiliated or unaffiliated Lending Programs. If you participate in a loan obtained through one of our Affiliates, the Affiliate earns compensation which (1) may be viewed as a conflict of interest with respect to the Program assets, (2) is not included in the Program Fee and (3) results in additional compensation to us and our Affiliates.

The Affiliate lender's lien on Account assets creates conflicts of interest with respect to the management of your Account. For example, because of such a lien, Merrill Lynch has an incentive to favor Accounts participating in any such Affiliate Lending Programs over other Accounts without loans (e.g., for investment or trade allocations or the valuation of positions in the Account), and to refer more conservative investment choices than may otherwise be appropriate for the Accounts in such Lending Programs, in order to minimize the risk of loss with respect to the Affiliate's collateral.

The Bank will act to protect itself as lender in connection with any Affiliate Lending Program and this may be contrary to your interests and/or investment objectives. Please refer to Item 6 at "Investment Strategies and Risk of Loss" for additional information. Program Advisors receive compensation if they refer a client to the Affiliate Lending Program.

**Cash Balances and Cash Sweep Arrangements.** As further described in "Funding and Operations of Accounts --Cash Balances and the Cash Sweep Feature" above, cash balances are held in your Account for a number of different reasons, including as part of a Strategy's asset allocation to cash. There is a conflict of interest between you and us because the cash allocation will be maintained in your Account as a cash balance. For most clients, cash balances will be swept to bank deposit accounts through the Affiliated Bank Deposit Program.

Affiliated Banks use bank deposits to fund their lending, investment and other business activities. Their profitability is determined, in large part, by the difference between the interest paid on the bank deposit and the interest or other income earned on loans, investment and other assets which may be



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funded in part by bank deposits. In addition, Affiliated Banks determine the interest rate paid to depositors in the Affiliated Bank Deposit Program.

The sweep vehicle currently available to you is the Affiliated Bank Deposit Program. You should understand the greater the amount of the cash balance maintained in your Account that is then swept to the Affiliated Bank Deposit Program and the lower the interest rate paid on the related bank deposit, the more our Affiliates will benefit. The interest rate paid to you by our Affiliated Banks may be lower than the interest rates available on other deposit accounts at the Affiliated Bank or on comparable deposit accounts at other banks. Generally, the rate you will earn through the Affiliated Bank Deposit Program will be lower than yields on cash alternative investments, such as money market funds, that are available to you through us outside of the cash sweep arrangement. When selecting a Strategy for your Account, you should speak with a Program Advisor regarding cash balances and the management of cash allocations in your Account. For additional information, please see “Funding and Operation of Accounts—Cash Balances and the Cash Sweep Feature.”

We address the conflicts of interests associated with the Affiliated Bank Deposit Program in a variety of ways, including through disclosure in this Brochure. We also calculate the compensation paid to our Program Advisors on the same basis for all Program assets without regard to the amount of cash balance we or our Affiliates receive. We have adopted various policies and procedures reasonably designed to prevent the cash sweep arrangement compensation and other business arrangements from affecting the nature of the advice we and our Program Advisors provide, although such policies and procedures do not eliminate such conflicts of interest.

As a registered broker-dealer, MLPF&S may also benefit from the possession or use of any free credit balances in your Accounts, subject to restrictions imposed by Rule 15c3-3 under the Exchange Act.

**Activity by Merrill Lynch, its Personnel, Affiliates and Related Companies.** We and our Affiliates act in a variety of capacities to a wide range of clients. From time to time in the course of those duties, confidential information may be acquired that cannot be divulged or acted upon for advisory or other clients. Similarly, we may give advice or take action with regard to certain clients, including clients in the Program, which may differ from that given or taken with regard to other clients. This includes the advice given or actions taken for certain securities, mutual funds, ETFs or investment managers. In some instances, the actions taken by Affiliates for similar services and programs may conflict with the actions taken by us. This is due to, among other things, the differing nature of the Affiliate’s investment advisory service and differing processes and criteria upon which determinations are made.

We and our Affiliates may provide some or all of the same services offered in the Program through other firms, affiliated or unaffiliated with us, which offer programs similar to the

Program at fee rates that may differ from the Program Fee.

Because of our and our Affiliates’ business relationships, there may be occasions when we will be unable to recommend the purchase or sale of certain securities for your Account, even if it is in your best interests to do so. This can arise in instances when insider trading policies, changes in research opinions or other activities prohibit trading in your Account. In addition, we may obtain information anytime through various non-Program-related businesses that could be used to benefit the management of your Account, but which cannot be used for this purpose because of various legal prohibitions, such as the insider trading prohibition.

From time to time, however, a Fund selected for a Strategy may invest in securities issued by Bank of America Corporation or its Affiliates to achieve its investment objective. Any such investments by a Fund are required to comply with the applicable provisions of the Investment Company Act, including limitations on investments in securities-related businesses, and will not be influenced by MLPF&S or MAA.

We address these conflicts in a variety of ways, including (1) through disclosure in this Brochure; (2) our policies that require our Program Advisors to recommend investment advisory programs and investment products, including the Strategies, that are suitable based upon your investment objectives, risk tolerance, financial situation and needs; and (3) a variety of restrictions, procedures and disclosures designed to address potential conflicts of interest — both those arising between and among an Account as well as between Accounts and our business. For example, our personnel also are subject to personal trading restrictions as detailed in our policies and procedures and Code of Ethics.

**Covered Funds under the Volcker Rule.** Certain entity clients may be considered a “covered fund” under the “Super 23A” provision of the Volcker Rule that is part of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Covered fund clients in the Program may not have any outstanding margin, outstanding loans or other extensions of credit from us or any of our Affiliates, including BANA, or engage in certain principal transactions while having an Account in the Program. If the covered fund would like to engage in margin or other lending transactions, it must terminate its Agreement and utilize a brokerage or custody relationship with us for its investments. Certain other transactions between BANA or its Affiliates and the entity client will also be prohibited.

## Account Reviews and Reporting

**Account Reviews.** An important part of the Program relationship involves providing you with the opportunity to engage in periodic reviews, including by means of the Program Website. These reviews provide updates on the progress of your Account, performance of your Account’s portfolio and other important information about your investments. This review is also an opportunity to ensure that the information you provide is complete, accurate and reflects your financial situation and objectives for the Accounts enrolled in the



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Program. As noted above, if there are multiple owners on this account, the information you provide should reflect the views and circumstances of all owners on the account. If you are the custodian of this account for the benefit of another person, please keep in mind that these assets will be invested for the benefit of the other person.

We will contact you to request that you review your information for each of the Accounts in the Program and ensure that it is up to date. In addition, you will be required to perform your review through the Program Website or with a Program Advisor. You may receive additional reminders through other means to complete your review through use of the Program Website. Because these reviews provide you with important and necessary information relating to your Account, you are required to take advantage of these opportunities to participate in Account reviews. If you do not participate in your Account review, we may, in our discretion, terminate your Account.

**Reports.** We will periodically communicate to you important information about how we are managing your Account and assets in the Program. The primary means through which we will communicate with you and memorialize the important terms, conditions and information about your Account and Strategy is the “Account Summary” which will be available on the Program Website. You will receive an Account Summary from us after we accept your enrollment in the Program and when you make a Strategy change and when your Target Asset Allocation for your Account is changed.

The information set forth in the initial and each subsequent Account Summary is how we reflect the Services that we will provide to you with respect to the assets in your Account pursuant to the Agreement. You should review each Account Summary we send to you carefully to ensure that the information reflected therein is accurate and you should contact us or update your information via the Program Website by contacting a Program Advisor if you believe any of the information is, or becomes, inaccurate.

In addition to the Account Summary, we will send you periodic updates that contain information about your Account, including trade confirmation information and account statements. We will also provide you with performance information online through the Program Website to help you monitor and assess the performance of your Account and the Strategy you select. This includes information regarding investment return, risk and selected benchmark comparisons for your Account assets in the Strategy you select. You should review all such materials carefully and promptly report any discrepancies to us.

### Referral Arrangements

We have entered or may enter into marketing arrangements with third parties who, for compensation, will provide consulting or other services to us in connection with marketing our various advisory programs, or otherwise refer prospective clients to us. Each such marketing arrangement is or will be governed by a written agreement between us and the third party, and will be disclosed to you, as required by law.

Our employees may refer advisory clients to BANA, including U.S. Trust and other Affiliates for products and services. Similarly, employees of BANA and its Affiliates may refer clients to MLPF&S for brokerage or advisory services. These referrals may involve the payment of referral fees between us and BANA or its Affiliates. Merrill Lynch financial advisors may receive compensation for referrals to the Program.

Bank of America and its Affiliates have business relationships with many investment managers that may also sponsor Funds separate and apart from the Program. For example, these investment managers may direct clients’ transactions to us and receive research, execution, custodial, pricing and other services offered by us in the normal course of our business. We may receive compensation in connection with such transactions and other services. You are encouraged to speak with us to discuss any questions that you may have about existing or potential conflicts of interest relating to your selected Strategy, including any business relationships that the relevant Funds may have with Bank of America and its Affiliates. We address these conflicts of interest through our disclosure in this Brochure and generally through additional disclosures related to certain other transactions or services.

### Financial Information

Not applicable.

### Glossary

“**Account**” means the securities (brokerage) account to which the Agreement applies, and as set forth in the Account Summary, as amended from time to time.

“**Account Summary**” means a periodic communication sent to you electronically that contains important terms, conditions and information about your Account and Strategy.

“**Advisers Act**” means the Investment Advisers Act of 1940, as amended.

“**Affiliate**” means a company that is controlled by, in control of, or under common control with another company.

“**Agreement**” means the investment advisory agreement for the Program among the Client, MAA and MLPF&S, as it may be amended from time to time.

“**Alternative Investments**” means such investments as we designate from time to time in our sole discretion whose risk and return characteristics generally are not correlated with more traditional investments (i.e., equities, fixed income and cash).

“**CIO**” means the Chief Investment Office of Merrill Lynch.

“**Constituent Fund**” or “**constituent Fund**” means a registered investment company, including a mutual fund and an ETF and any other pooled investment vehicle that comprise a Strategy.

“**ETF**” means an exchange-traded fund.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**FINRA**” means the Financial Industry Regulatory Authority, Inc.

“**Investment Company Act**” means the Investment Company Act of 1940, as amended.

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**"Lending Programs"** means, collectively, certain unaffiliated or affiliated loan programs, such as, but not limited to, the securities-based lending Loan Management Account® ("LMA") and Mortgage 100®/Parent Power® mortgage programs.

**"MGI"** means Merrill Guided Investing, an investment advisory program with online self-guided interactive website access.

**"NAV"** means the Net Asset Value; calculated by subtracting the fund's liabilities from its assets, and then dividing the result by the number of shares outstanding.

**"NTF"** means non-traditional funds such as mutual funds and exchange-traded funds that are classified as Alternative Investments by Merrill Lynch.

**"Profile"** means a written document that contains a description of a Strategy offered in the Program and other information related to the Strategy's asset allocation approach, portfolio construction process, and associated risks and other important information.

**"Program"** means Merrill Guided Investing with Advisor, the investment advisory program described in this Brochure.

**"Program Website"** means [merrilledge.com/guided-investing](http://merrilledge.com/guided-investing).

**"Prospectus"** means the prospectus and other offering materials and disclosure documents relating to a constituent Fund.

**"Reasonable Investment Restrictions"** means one or more reasonable investment restrictions accepted by us that you would like to impose for your Account, such as identifying a security that should not be purchased.

**"Registered Fund"** means a fund registered under the Investment Company Act.

**"Related Company"** means a company that is an Affiliate of Bank of America Corporation or in which it or its Affiliate has a material ownership interest.

**"Retirement Account"** means a U.S. tax-qualified plan of self-employed persons, a U.S. individual retirement account, or any other plan, arrangement or entity subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended.

**"SEC"** means the U.S. Securities and Exchange Commission.

**"Services"** means the services provided through the Program and described in this Brochure.

**"Strategy"** means one or more investment styles or disciplines available through the Program that may include specific asset classes or asset types and which are implemented through investment in a portfolio of constituent Fund securities and cash representing one or more asset classes and constructed and managed to achieve the relevant investment styles or disciplines.

**"Unaffiliated Investment Firm"** means a bank, broker or dealer other than a Related Company.

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