

Merrill Lynch Strategic Portfolio Advisor[®] Service

WRAP FEE PROGRAM BROCHURE

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This wrap fee program brochure provides information about the qualifications and business practices of Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill”) relating to the Merrill Lynch Strategic Portfolio Advisor Service. If you have any questions about the contents of this brochure, please contact us at 800-MERRILL (800-637-7455). 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 or otherwise protected by the Federal Deposit Insurance Corporation (FDIC) or any other government agency; are not a deposit or other obligation of any bank or any affiliate of Merrill; are not endorsed or guaranteed by Bank of America, N.A., Merrill, any bank or any affiliate of Merrill; and involve investment risk, including possible loss of principal.

Additional information about Merrill also is available on the SEC’s website at <http://www.adviserinfo.sec.gov/IAPD>.

June 15, 2020

Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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MATERIAL CHANGES

This summary of material changes is designed to make clients aware of information that has changed since Merrill filed its last annual update on March 23, 2020 for its Merrill Lynch Strategic Portfolio Advisor® Service Form ADV Part 2A brochure (“Brochure”) and that may be important to them. The material changes summarized below were also incorporated in the Brochure. Capitalized terms that are not defined in the Brochure have the meanings provided in the Glossary to the Brochure.

MATERIAL CHANGES MADE AS PART OF THIS UPDATE

Disciplinary Event. We have added information regarding a disciplinary event related to the receipt of 12b-1 fees. On April 17, 2020, the SEC issued an administrative order in which it found that MLPF&S had willfully violated Section 206(2) of the Advisers Act. Specifically, the order found that from January 1, 2014 to May 31, 2018, MLPF&S failed to disclose the conflicts of interest related to (1) its receipt of 12b-1 fees and/or (2) its selection of mutual fund share classes that pay such fees. In determining to accept the offer of settlement, the SEC considered that MLPF&S self-reported to the SEC pursuant to the SEC’s Share Class Selection Disclosure Initiative and had completed a number of the undertakings in the order prior to issuing the order. In the order, MLPF&S accepted a censure, the imposition of a cease and desist order and a disgorgement of \$297,394 and prejudgment interest of \$27,982 with the payment of such amounts to be paid to affected investors. Please refer to the section “Additional Information - Disciplinary Information.”

ENHANCEMENTS MADE TO THE BROCHURE AS PART OF THIS UPDATE

We periodically review our Brochure and enhance existing disclosures about the Program, its Services and other important information.

With this update, we are making the following enhanced disclosures:

- We have streamlined the presentation of information throughout the Brochure, including relating to conflicts of interest between us and you in the “Additional Information” section.

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SERVICES, FEES AND COMPENSATION

Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill”) is an indirect wholly-owned subsidiary of Bank of America. Capitalized terms that are not defined in this Brochure have the meanings provided in the Glossary. As used in this Brochure, “you” and “your” refer to the client. “We,” “us,” “our” and “MLPF&S” refer to Merrill.

DESCRIPTION OF SPA

This Brochure relates to the Merrill Lynch Strategic Portfolio Advisor® Service (“SPA” or “Program”), an investment advisory service offered by Merrill. For an annual asset-based fee, SPA clients receive (except as otherwise indicated) manager identification services, Merrill execution, Merrill custodial services, and other account-related services, as well as periodic performance reports. The manager identification service offers clients the opportunity to select one or more investment styles or disciplines or combinations of investment styles and disciplines (“Strategies”) offered by Investment Managers participating in SPA.

In addition to these services, we provide assistance with the following Legacy Elective Services:

- Investment Policy Service;
- Strategic Allocation Modeling Service; and
- Institutional Performance Reporting.

These three services are collectively referred to as the “Legacy Elective Services.” Legacy Elective Services are no longer available for new clients enrolling into SPA. Clients that have previously chosen to enroll in a Legacy Elective Service will continue to receive that Legacy Elective Service (unless discontinued by us) but cannot choose a new type of Legacy Elective Service.

We want you to know a few things up front about SPA, including:

- You enter into a Client Agreement with Merrill for the services you receive;
- As described in greater detail below, you agree to pay Merrill an annual asset-based fee (“SPA Fee”) for your Account;
- The SPA Fee is based on the totality of the services that you select, including the Legacy Elective Services;
- The SPA Fee is negotiable depending upon a number of factors;
- You will need to enter into a separate agreement with your selected Investment Manager;
- Your Investment Manager will charge you a separate management fee for its services; Your Investment Manager is exclusively responsible for the management of your assets; and
- On or after December 1, 2020, subject to certain operational requirements, you will have the ability, at your election and upon providing instruction to your Financial Advisor, to include any of your SPA Accounts in a “Portfolio Group” within the Merrill Lynch Investment Advisory Program (“ML IAP”), as more fully described in the ML IAP program brochure. The management of these SPA Accounts remains subject to the terms of the SPA Client Agreement, including applicable fees, and the SPA Accounts will not be subject to the terms of the ML IAP client agreement or the ML IAP (except as described in the ML IAP client agreement and ML IAP program brochure).

The scope of any investment advisory relationship we have with you is defined in the Client Agreement you sign for SPA. When you are enrolled in SPA, we act as your investment adviser only for your Account and not any other assets or accounts, unless otherwise separately agreed to by us in writing. Our SPA advisory

relationship begins when we enter into the Client Agreement with you, which occurs on the later of the date of acceptance of the signed Client Agreement by us or the date you have contributed assets in the Account. Preliminary discussions or recommendations before we enter into the Client Agreement with you are not intended as investment advice and should not be relied on as such.

In addition to SPA, Merrill offers a wide variety of investment advisory services. These include, but are not limited to, the ML IAP and Merrill Lynch Managed Account Service (“MAS”), which is a program designed to accommodate a client’s selection, without recommendation by us, of a third-party investment manager or strategy of a third-party investment manager that is not currently available in a Merrill investment advisory program. There are important differences among SPA, ML IAP and MAS in terms of the involvement of your Financial Advisor in providing ongoing advice, the services, structure and administration, the depth of research conducted on the managers available in the programs and the applicable fees. You may request a copy of these programs’ materials by contacting your Financial Advisor. In addition, the different relationships and legal standards and capacities with which we provide investment services to clients are described in our Client Relationship Summary on Form CRS (“Form CRS”), to be filed and available on or around June 15, 2020, and in the “Summary of Programs and Services” document available at mymerrill.com/adv/materials or from a Financial Advisor upon request.

MANAGER IDENTIFICATION SERVICE

For a description of the manager identification services offered as part of the Program, see the section “Portfolio Manager Selection and Evaluation—Review of Covered Investment Manager Strategies Participating in SPA and Manager Identification Services.”

INVESTMENT POLICY SERVICE

The Investment Policy Service is no longer available for new clients enrolling into SPA. Clients that have previously chosen to enroll in the Investment Policy Service will continue to receive these services. The Investment Policy Service is designed to assist you in creating a written policy statement (“Policy Statement”) to document both your investment goals and objectives for an Account as well as certain policies governing the investment of assets. The Policy Statement also identifies an investment strategy that seeks to attain your goals.

If you elected to have Merrill assist you in creating a Policy Statement for you, we will collect certain information from you through a Profiling Questionnaire or other document. This questionnaire is designed to profile various factors for the Account such as investment objectives, risk tolerances and projected cash flow. Please note, however, that it is your responsibility to provide all necessary information for the preparation of the Policy Statement, particularly any limitations imposed by law or otherwise. Merrill personnel will take the information you provide and create a draft Policy Statement. This draft Policy Statement is then submitted to you for review and approval. We recommend that your professional advisors, such as an attorney, actuary and/or accountant, review the Policy Statement. You should call upon these professionals to check relevant documentation, particularly in the case of trusts or retirement plans. The review and acceptance of the Policy Statement, however, is your ultimate responsibility.

Merrill will produce a single Policy Statement to cover a single identified pool of assets. Once completed, we will not modify or update a Policy Statement unless you specifically request us to do so.

Once you approve the Policy Statement, you can send it to your Investment Manager. Please note that it is your responsibility (and not ours) to:

- Provide the Policy Statement to your Investment Manager; and
- Confirm the Investment Manager's acceptance of the Policy Statement.

It is your Investment Manager's responsibility to adhere to the Policy Statement in managing your Account and we encourage you to review your Account periodically to verify your Investment Manager's compliance with the Policy Statement. Again, your Investment Manager is responsible for the management of your Account, not us. As a result, we will not review your Account for adherence to any Policy Statement.

STRATEGIC ALLOCATION MODELING SERVICE

The Strategic Allocation Modeling Service is no longer available for new clients enrolling into SPA. Clients that have previously chosen to enroll in the Strategic Allocation Modeling Service will continue to receive these services. The Strategic Allocation Modeling Service ("Strategic Allocation Modeling") offers asset allocation modeling capabilities to assist you in identifying an appropriate long-term asset mix for your individual needs and goals. In a Strategic Allocation Modeling study, sophisticated computer models are used to construct asset allocations and to project potential ranges of returns and market values over various time periods and using various cash flows. The modeling uses our forward-looking capital market assumptions of risk, return, and correlations for the different asset mixes. The Strategic Allocation Modeling Service is intended to help you test a variety of customized Monte Carlo Simulations/"what if" scenarios to better understand the impact of different asset allocations on your Account.

a. Monte Carlo Simulation

Monte Carlo simulations are the result of running a large number of random scenarios in an attempt to determine the most probable performance results of a given portfolio. These simulations may be based not only on past performance information, which is not indicative of future results, but they may also be based on hypothetical performance for certain periods and for certain underlying funds or accounts. Note that this does not imply that these results are actually the best and worst cases that one will actually experience. Monte Carlo simulations do not purport to represent the actual performance of any portfolio, but attempt to indicate the most repeated hypothetical performance results of a large number of different hypothetical portfolios. No actual portfolio has performed in the manner indicated in the Monte Carlo simulations, and the hypothetical scenarios used in the simulation may omit entire categories of relevant scenarios. There can be no assurance that any given portfolio will in fact perform in a manner materially consistent with the probabilities indicated by the simulation. No representation is or could be made that the probabilities indicated by these simulations are based on any fundamental economic or market characteristics, and in the absence of such characteristics, there is no reason that these probabilities will be representative of any actual portfolio. Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not actually been executed, the results may have under- or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any portfolio will or is likely to achieve profits or losses similar to those shown.

b. Merrill's Capital Market Assumptions Framework

Merrill's capital market assumptions framework generates expectations of asset class returns, risk, and correlations for the upcoming 25 years. This time horizon, strategic in nature, is meant to capture at least one full business cycle and can potentially contain periods of economic expansion, contraction, market peaks, and market troughs, all with varying degrees of volatility. By looking beyond these short-term fluctuations in the market, we focus instead on the more stable, long-term financial relationships that provide a strong foundation from which we aim to construct optimally blended portfolios. History has demonstrated that inter-asset class relationships are dynamic and traditional relationships that have held in the past, may not in the future. As a result, we take secular shifts into account in our modeling and incorporate new trends as they develop. Generating forecasts for returns, standard deviations, and

correlations is the first step in developing the particular strategic asset allocation that helps meet each of our clients' unique needs and situations.

c. Expected-Return Methodology

There are many different methodologies for developing expected-return forecasts. Models can range in sophistication from the more basic, which rely exclusively on historical data (often producing misleading results) to the more complex, which seek to merge historical analysis with forward-looking views. Further, care must be taken when selecting suitable methodologies, as models built in the same manner for disparate asset classes can lead to unrealistic return expectations. As such, a wide array of techniques has been employed to more precisely estimate the return potential for each asset class. Merrill asset class expected return forecasts are guided by economic theories and based on the principle that asset returns provide compensation for exposure to systematic risk factors. To develop capital market assumptions, Merrill's uses a proprietary approach that reflects the dynamic interrelationships between asset class returns and a set of risk factors. Those risk factors have been found in academic research to represent systematic sources of risk and exhibit risk premium that are expected to persist in the future. More specifically, Merrill first generates forward looking forecasts for those selected key risk factors guided by financial theories, academic and practitioner research, and using data that gauge current market conditions. We then estimate relationships between the asset classes and the risk factors by applying regression analysis to historical data. Asset class expected return are then developed based on asset class' exposure to those systematic risk factors and our forecasts for those risk factors.

d. Standard Deviation and Correlation Coefficient Methodology

As in the case with Merrill's expected return modeling, Merrill applies a factor based approach to generate forward-looking volatility and correlation assumptions. We first generate forward looking scenarios for a set of risk factors guided by financial theories and empirical evidences. We then use historical data to estimate the empirical relationship between each asset class and relevant risk factors. Next, we simulate asset class future return scenarios based on their relationship with relevant risk factors. Finally, asset class expected volatilities and correlations coefficients are derived from simulated future return scenarios.

e. Projected Annualized Returns

Projections within the report for the current portfolio or alternate portfolio mixes studied do not take into account capital gains taxes incurred by re-allocating from your current asset allocation. Annual rebalancing of portfolios consistent with the asset allocation used in the analysis is assumed. Dividends and income are reinvested to the extent not used to fund annual spending. Neither the historical performance of the indexes nor the adjusted performance data guarantee future results. The returns of the market indexes and the asset allocation alternatives included in the Strategic Allocation Modeling report do not reflect actual account performance or the deduction of transaction costs or advisory fees. The deduction of such costs and fees would reduce performance. Certain assumptions are made in the analyses included in the report. For example, the allocations shown for each alternative remain consistent over all periods of time. This practice would seldom be followed in actual investing; and performance returns of the alternatives assume reinvestment of income. Assumptions concerning inflation and tax rates are for illustrative purposes only and are not intended to predict or guarantee economic performance.

f. Market Risks

Diversification does not guarantee a profit or protect against loss in declining markets. Since the goals-based asset allocation contained in the report involves continual investment in securities regardless of fluctuating price levels, you must consider your willingness to continue purchasing during periods of high or low price levels. You should also carefully consider the results of your modeling study and make an independent judgment that this material accurately reflects your situation, investment philosophy and risk tolerance. Investments in foreign securities involve special risks, including foreign currency risk and the possibility of

substantial volatility due to adverse political, economic or other developments. These risks are magnified for investments made in emerging markets. Foreign currency exchange rates may adversely affect the value, price or income of any security or related investment mentioned in this report. In addition, investors in securities such as ADRs, whose values are influenced by the currency of the underlying security, effectively assume currency risk. There are special risks associated with an investment in commodities, including market price fluctuations, regulatory changes, interest rate changes, credit risk, economic changes, and the impact of adverse political or financial factors.

g. Risks in Alternative Investments

Most alternative investment products are sold on a private placement basis and eligible clients must typically be qualified purchasers (as defined by the SEC). No assurance can be given that any alternative investment's investment objectives will be achieved. In addition to certain general risks, each product will be subject to its own specific risks, including strategy and market risk.

You should bear in the mind the following risks of alternative investments:

- Alternative Investments are speculative and involve a high degree of risk.
- Alternative investments may trade on a leveraged basis which increases the risk of loss.
- Performance can be volatile.
- An investor could lose all or a substantial amount of his or her investment.
- The use of one or a small number of fund managers applying one set of allocation procedures could mean lack of diversification and, consequently, higher risk.
- There is no secondary market for investor's interest in alternative investments and none is expected to develop.
- There may be restrictions on transferring interests in the alternative investments.
- High fees and expenses, including performance fees payable to the manager, may offset trading profits.
- Fund managers have broad authority to suspend redemptions, defer payment of redemption proceeds and establish illiquid side pockets to segregate illiquid investments.
- A substantial portion of the trades executed by the underlying managers may take place on non-US exchanges.
- Alternative investments may require tax reports on Schedule K-1 to be prepared. As a result, investors may be required to obtain extensions for filing federal, state, and local income tax returns each year.
- In addition to the foregoing risks, each alternative investment fund is subject to its own strategy-specific or other risks. You must carefully review the offering memorandum for any particular fund and consider your ability to bear these risks before any decision to invest.
- Past performance is not indicative of future results.
- Hedge Funds and Private Equity may be included in the recommended target asset allocation but Merrill will not provide any investment manager and strategy recommendations with respect to such assets.

h. Risks in Private Equity

In addition to the foregoing, private equity fund investments are subject to the following risks:

- Private equity investments involve significant risks, are typically illiquid on a long-term basis and may require a holding period of at least 8 to 12 years and the investment managers or general partners, as applicable, of private equity funds have the ability to extend such terms (often without investor consent) for extended periods of time. Underlying private investments may be difficult to value. Investors may lose their entire investment.
- Private equity managers typically take several years to invest a fund's capital. Investors will not realize the benefits of their investment in the near term and there will likely be little or no near-term cash flow distributed by the fund during the commitment period. Interests may not be transferred, assigned or otherwise disposed of without the prior written consent of the manager of the private equity fund.
- Private equity funds may make a limited number of investments, and such investments generally will involve a high degree of risk, such as start-up ventures with little or no operating histories. In addition, funds may make minority equity investments where the fund may not be able to protect its investment or control or influence the business of such entities. The performance of a fund may be materially impacted by a single investment.
- A private equity fund may obtain rights to participate in, or to influence, the management of certain portfolio companies, including the ability to designate directors. This or other measures could expose the assets of the fund to claims by a portfolio company, its security holders, creditors and others.
- Private equity fund investors are subject to periodic capital calls. Failure to make required capital contributions when due will cause severe consequences to the investor, including possible forfeiture of all investments in the fund made to date.

i. Past performance is no guarantee of future results.

If you elected to have Merrill create a Strategic Allocation Modeling study for you, once you have reviewed that report, it is your responsibility to decide if, and how, the suggestions made in conjunction with that report should be implemented. You should carefully consider all relevant factors in making these decisions and are encouraged to consult with any of your outside professional advisors. In particular, neither Merrill nor its Financial Advisors provide legal or tax advice. We recommend that you consult with your lawyer, accountant or other advisor about questions affecting your individual circumstances. It is important to review your financial situation regularly. If your financial goals or circumstances change, you should carefully consider how these changes might affect any course of action you have previously selected.

Your Financial Advisor will collect certain information from you, such as your portfolio's investment objectives, risk tolerance, and projected cash flows, through a questionnaire in order to provide this service. However, you are responsible to provide all necessary information, particularly any limitations imposed by law or otherwise. We rely upon information provided by you to provide the report as well as the other Program services described below. You should provide prompt written notice to Merrill of any change in your portfolio's investment goals, risk tolerance, guidelines, restrictions or similar information, which could materially change the information previously provided by you and used by us to create the report or provide other Program services described below.

It is your responsibility to select the final asset allocation and to determine whether to implement any asset allocation strategy. After you select an asset allocation, it is important that you periodically review your portfolio's actual asset allocation to verify that it remains in line with your investment guidelines.

Similar to the Investment Policy Service, once a Strategic Allocation Model report is completed, we will not modify or update it unless you specifically request us to do so nor will we perform any ongoing review of your selected asset allocation strategy.

MERRILL PERFORMANCE REPORTS

We assist you in monitoring and evaluating the performance of your investment accounts by providing periodic performance reports containing returns and other statistical performance analyses. In consultation with a Financial Advisor, you can customize the performance report by choosing specific indexes and other benchmarks for portfolio comparison purposes, and you can select the level of report detail that meets your needs. Account returns are compared with the returns of selected market indexes and other professionally managed investment accounts. Performance reports provide an attribution analysis of the effect on performance of the Investment Manager's securities selections and asset allocation decisions. An assessment of the risk taken to achieve the returns is also presented. You should use the report to evaluate your Investment Manager and its progress towards selected goals. Your Financial Advisors will be available to assist you in understanding the format and content of the performance report, which includes graphic and tabular presentations of performance.

The principal source of information for the performance report is data from us unless the Account has an Unrelated Custodian or Affiliated Custodian. If you decide to use an Unrelated or Affiliated Custodian, the source of the information for the report is that custodian. We also use outside information sources including computer and data analysis firms. This information is obtained from sources believed to be reliable, but reliability cannot be guaranteed. The inclusion of any particular securities in the performance report does not constitute a recommendation or advice with regard to suitability or the appropriateness of continued investment.

In connection with the information contained in the performance report, you should note that:

- Changes in Account valuations due to capital gains or losses, dividends, interest or other income are included in the calculation of returns;
- Account returns may be shown both before and after the deduction of investment advisory fees depending on the report selected (when such advisory fees are provided to Merrill for inclusion in the performance report); and
- When your assets are maintained by an Unrelated Custodian or an Affiliated Custodian, we will rely upon the data supplied by the custodian in preparing the performance report. We are not responsible for the accuracy of this data. When special circumstances come to our attention, we reserve the right to make adjustments which, in our judgment, would more accurately reflect the value of securities held in, and the performance of, a particular Account.

When making performance comparisons, you should note that:

- Differences in transaction costs among accounts will affect account comparisons;
- The market indexes shown in the performance report do not include transaction costs. If available, an actual investment in these indexes, or in the securities comprising the indexes, would require an investor to incur transaction costs and performance would be reduced by such costs and their compounded effect; and
- Performance information from third-party sources (e.g., an Uncovered Investment Manager) may differ from that shown in the performance report. These differences may be due to different methods of analysis, different pricing sources, treatment of accrued income or different accounting procedures. For example, infrequently traded fixed-income securities may be priced according to yields calculated on a matrix system, which varies among pricing sources. As another example, if sufficient data is available, the performance reports are prepared on a trade date basis, and their performance information may differ from reports prepared on a settlement date or other basis.

Institutional Performance Reporting

Please keep in mind that Institutional Performance Reporting is no longer available for new clients enrolling into SPA. Clients that have previously elected Institutional Reporting (prior to March 27, 2017) will continue to receive those services. Institutional Performance Reporting is more in-depth performance reporting that is a Legacy Elective Service. The report details the portfolio's performance, how that performance was achieved and the factors primarily responsible for it. The report also presents monthly cash flows and portfolio valuations, current asset allocations, returns compared to the market indexes and other benchmarks, risk analysis, and analysis to help identify how much of the portfolio's performance can be attributed to management decisions rather than to market conditions, asset allocations or other factors.

The Institutional Performance Report ("IPR") is provided for performance measurement purposes only. The principal source of information for the IPR is data from your custodian. We also use outside information sources including computer and data analysis firms. This information is obtained from sources believed to be reliable, but reliability cannot be guaranteed. The inclusion of any particular securities in the IPR does not constitute a recommendation or advice with regard to suitability or the appropriateness of continued investment.

The IPR provides important information about your Account(s), market indices, goals and risk level. The return information for the account(s), market indices and return comparison charts reflect time-weighted rates of return unless the returns are labeled "Internal Rate of Return". Time-weighted rates of return should be used to judge the performance of the selected investment manager(s) and the Internal Rate of Return should be used to assess overall growth and accumulation of wealth. Both return calculations reflect transaction costs, market appreciation or depreciation and the reinvestment of capital gains, dividends, interest and other income. Partial month index returns are not available. The treatment of fees is discussed below.

In connection with the information in the IPR, such as the comparisons of the returns of an IPR client's portfolio with those of the selected market indexes and other professionally managed portfolios, it should be noted that:

- Changes in portfolio valuations due to capital gains or losses, dividends, interest or other income are included in the calculation of returns;
- Transaction costs, such as commissions, are included in the purchase cost or deducted from the proceeds of a sale of a security;
- Portfolio returns are generally shown before the deduction of investment advisory fees. Investment advisory fees (when reported to Merrill) are treated as a portfolio withdrawal rather than as a reduction in income and therefore do not reduce returns (unless the client requests that these fees be treated as a reduction in income); and
- When client assets are maintained by an Unrelated Custodian or Affiliated Custodian, Merrill will rely upon the data supplied by the custodian or third-party manager in preparing the IPR. Merrill is not responsible for the accuracy of this data. When special circumstances come to its attention, Merrill reserves the right to make adjustments which, in its judgment, would more accurately reflect the value of securities held in, and the performance of, a particular portfolio.

Pricing of Securities

Pricing of securities is provided in the IPR for your information. Your Merrill account statement or the account statements provided by other custodians (*i.e.*, an Affiliated Custodian or an Unrelated Custodian) reflect your official record of holdings, balances, and security values. Unless otherwise indicated, values reflect current

information as of the date shown at the top of each IPR. The valuation of alternative investments is prepared based upon information from third-party sources. The information in the IPR has not been verified, cannot be guaranteed, may include estimates and may be subject to revision.

If an Account has been managed by more than one manager, the manager name in the IPR reflects the current manager. However, the return and standard deviation information may be calculated using the entire history of each Account. Note that the IPR may also include information regarding Account(s) that are not managed by an investment manager (*i.e.*, where you make the investment decisions).

IMPORTANT CLIENT RESPONSIBILITIES

As with any investment advisory program, different parties have different responsibilities and it is important for you to understand what you and your Investment Manager are responsible for (as opposed to what we are responsible for). You are responsible for:

1. Providing accurate and complete information.

As part of the program, we ask you to complete a Profiling Questionnaire or other form that elicits various types of information. You are responsible for providing accurate and complete information and, if you do not, it could significantly affect the services that we provide.

2. Notifying your Financial Advisor and Investment Manager of certain material changes.

You must notify your Financial Advisor promptly of any material change in financial circumstances, investment objectives, or investment restrictions (if any) that may affect the services your Financial Advisor provides to the Account in SPA. We will periodically notify you to emphasize the need to report such information. Since the management of your Account is your Investment Manager's responsibility and not ours, you must provide any such updated information directly to your Investment Manager. We and your Financial Advisor do not have any obligation to communicate such information to your Investment Manager.

3. Selecting your Investment Manager and Strategy.

As discussed under "Portfolio Manager Selection and Evaluation—Review of Covered Investment Manager Strategies Participating in SPA and Manager Identification Services", through the SPA program, we will identify and present Investment Manager Strategies for your consideration, but these Investment Managers and Strategies are not endorsed by us. We provide you with data and other materials to assist you in your Investment Manager and Strategy selection. You should review all these materials carefully before taking appropriate action. Upon selection, the Investment Managers have exclusive discretionary authority over the Accounts that they manage.

4. Notifying your Investment Manager of additions, or withdrawals, of assets from your Account.

You have the responsibility to notify your Investment Manager promptly with respect to any addition, or withdrawal, of assets to your Account maintained at Merrill, an Affiliated Custodian or an Unrelated Custodian.

5. Avoiding conflicting instructions.

You have the responsibility to avoid providing conflicting instructions to us and your Investment Manager.

As a result, we do not assume responsibility for your:

- Choice of Investment Manager and Strategy;
- Investment Manager's and Strategy's investment performance;

- Investment Manager's adherence to your objectives and restrictions; and
- Investment Manager's compliance with applicable laws or regulations, or other matters within your Investment Manager's control.

Similarly, we do not monitor transactions directed by the Investment Managers for compliance with any applicable restrictions or requirements, even where we execute the transactions. You always retain the final authority, obligation and responsibility for making your own determinations regarding the selection and retention of an Investment Manager as well as the monitoring of your Accounts.

MARGIN, UNCOVERED OPTIONS AND SHORT SALES STRATEGIES

In certain circumstances, your Investment Manager may employ margin, write uncovered options and/or sell securities short (collectively, "Options and Margin Strategies"). As disclosed in the securities account documentation you execute allowing the use of margin in your Account ("Margin Agreement"), if your Investment Manager uses margin to purchase securities, the collateral for the margin debt will be the assets in your Account and other accounts at Merrill. You should read this documentation carefully. If the securities in a margin account decline in value, so does the value of the collateral supporting the margin loan, and, as a result we can take actions, such as issuing a margin call or selling securities or other assets maintained at Merrill in order to maintain the required equity in the account. Overall, margin increases the risk of losses you would sustain, as compared to an unleveraged Account, in declining markets that negatively affect the value of securities bought on margin. You assume full responsibility for your Investment Manager using margin to buy securities. If you determine that you no longer want your Investment Manager to use margin in your Account, you are responsible for notifying your Investment Manager of such determination. We are not responsible for any losses resulting from your Investment Manager's failure or delay in implementing such instructions. You may also discontinue use of margin in your Account according to the terms of the Margin Agreement. If you terminate the Margin Agreement, you are responsible for notifying your Investment Manager of such termination. We are not responsible for notifying your Investment Manager of the termination of the Margin Agreement or for any losses resulting from your failure to so notify your Investment Manager.

In certain circumstances, your Investment Manager may write uncovered options and sell stock short in your Account. If you permit your Investment Manager to write uncovered options, you will be exposed to potentially significant losses. For a call option, if the value of the underlying instrument increases above the exercise price, you can incur large and unlimited losses until the option expires or other contract remedies are pursued. For a put option, you bear the risk of loss if the value of the underlying instrument declines below the exercise price. If your Investment Manager writes combination or straddle options (where your Investment Manager writes both a put and a call option on the same underlying instrument), your potential risk of loss is unlimited. Further, if a secondary market in options were to become unavailable, your Investment Manager could not engage in a closing transaction and you would remain obligated until expiration or assignment. To engage in options transactions, you need to execute an option account agreement and, under the terms of that agreement, if you do not meet applicable margin payment requirements, we may liquidate stock, options or other account positions in your Account, with little or no prior notice to you.

Selling stock short raises similar risks as writing uncovered call options and you will assume similar risks of loss.

The costs, risks and other features and conditions of margin and short sales are more fully described in the brokerage documentation authorizing the use of Options and Margin Strategies in your Account.

REASONABLE INVESTMENT RESTRICTIONS

You may impose reasonable investment restrictions on your Account, but you must communicate such restrictions directly to your Investment Manager. It is your responsibility to monitor such investment restrictions, review such investment restrictions with your Investment Manager, and advise the Investment Manager of any discrepancies or modifications to such restrictions. You should understand that your Investment Manager, not Merrill, will be responsible for complying with your restrictions, if any, and we and your Financial Advisor shall not be responsible for communicating, implementing or monitoring your restrictions. For more information on investment restrictions, please see the section *Risk and Tax Disclosure* below. If you have selected to restrict investments in your Account, you accept any effect such restrictions may have on the investment performance and/or diversification of the Account.

RISK AND TAX DISCLOSURE

You should understand:

- All investments involve risk (the amount of which varies significantly);
- Investment performance can never be predicted or guaranteed;
- The values of your Accounts will fluctuate due to market conditions, manager performance and other factors;
- There is no assurance that the performance results of any benchmark or index used in connection with SPA, including those shown on the performance report or our other reports, can be attained;
- All or a portion of your securities may be sold either at the initiation of or during the course of the management of your Accounts. You are responsible for all the tax liabilities arising from these transactions and are encouraged to seek the advice of qualified tax professionals; and
- The purchase and sale of United States securities may have additional adverse tax consequences and risks if you are not a resident of the United States.

By deciding to allow your Investment Manager to give investment directions to Merrill, you assume the risks associated with the Investment Manager's investment decisions. Accordingly, if your Investment Manager assembles a concentrated position in the Account, you assume the risk of a substantial loss in value to the entire Account if there is a decline in the concentrated position or industry sector. Similarly, if your Investment Manager effects trades in securities that we do not follow or for which we have a contrary recommendation, you do so at your own risk. Moreover, if your Investment Manager chooses to make use of margin to effect transactions in an Account, you assume the risk associated with margin transactions, including that losses in the value of an asset purchased on margin are magnified as a result of the use of borrowed money. Generally, we believe that these investment styles add risk to a portfolio that you should not assume unless you are prepared to experience significant losses in the value of your Account. Ultimately, as between you and us, you bear the risk of all of these decisions.

If your Investment Manager uses concentrated positions in your Strategy, you assume additional risk, including:

- Substantial loss in the Account based upon the loss in value of a single security or industry sector; and
- The impact a large concentrated position will have on the Investment Manager's ability to diversify the Account.

If your Investment Manager uses a Margin Strategy, you assume additional risk, including:

- You can lose more funds than amounts deposited in margin accounts;

- We can force the sale of securities or other assets in your Merrill account(s);
- We can sell your securities and other assets without contacting you;
- You are not entitled to choose which securities or other assets in the Account are to be liquidated or sold to meet margin calls;
- We can increase our “house” maintenance margin requirements at any time without advance written notice;
- You are not entitled to an extension of time on a margin call; and
- If a margin call cannot be fully satisfied from assets in your Account or other assets at Merrill, you will remain liable for the outstanding debt.

If your Investment Manager writes uncovered options in your selected Strategy, you assume additional risk, including:

- You will be exposed to potentially significant losses;
- If your Investment Manager writes an uncovered call option, if the value of the underlying instrument increases above the exercise price, you can incur large and unlimited losses until the option expires or other option contract remedies;
- If your Investment Manager writes an uncovered put option, you bear the risk of loss if the value of the underlying instrument declines below the exercise price;
- If your Investment Manager writes combination or straddle options (where a put and a call option are written on the same underlying instrument), the potential risk of loss is unlimited;
- If a secondary market in options were to become unavailable, your Investment Manager could not engage in a closing transaction and you would remain obligated until expiration or assignment; and
- In accordance with the option account agreement, if you do not meet applicable margin payment requirements, we may liquidate stock, options or other positions in the Account, with little or no prior notice to you.

Please note that short selling stock has similar risks as those described above regarding writing uncovered call options and you will assume similar risks of loss.

You acknowledge that your Investment Manager may sell all or a portion of the securities in your Account, either initially or during the course of your participation in SPA. You are responsible for all tax liabilities arising from these transactions. We and your Financial Advisor will not offer tax advice to you on these or any other issues. You are strongly encouraged to seek the advice of a qualified tax professional. In addition, if you are not a resident of the United States, you assume the adverse tax consequences.

We will not be responsible for making any tax credit or similar claim or any legal filing (including, but not limited to, proofs of claim) on your behalf.

FUNDING AND OPERATION OF SPA ACCOUNTS

FUNDING ACCOUNTS

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 a request to transfer such assets out of an Account enrolled in the Program will result in that

Account's termination from the Program. You should consider all relevant factors before you fund (either initially or otherwise) your Account with mutual fund shares, including that:

- Your Investment Manager generally cannot purchase additional shares of any mutual fund in your Account (as described below), though your Investment Manager may sell them from your Account;
- If you fund your Account with mutual fund shares, we will (except in certain limited circumstances) request that such shares be liquidated or transferred from your Account. If they are not liquidated or transferred within a limited period of time after being requested to do so, your Account will be removed from the Program. During the period of time that such contributed mutual fund shares are in your Account, we will consider such assets to be ineligible for the Program and, accordingly, they will not ultimately be subject to the SPA Fee. See "Account Fees—Calculation of Account Fees; Ineligible Assets" for more information. In all cases, we will not exchange any mutual fund holdings in your Account to other share classes. Accordingly, you should not assume that these contributed mutual fund shares are the mutual fund share class with the lowest possible expense ratio that the mutual fund provider makes available to the investing public (see "Code of Ethics, Participation or Interest in Client Transactions and Personal Trading—Funds and Related Investing" for more information).
- You may have paid a front-end sales charge or may be subject to CDSC or redemption fees; and
- Such sales charges and fees, if applicable, will remain your responsibility and will be in addition to your SPA Fee

Clients should understand that upon their account enrollment in the SPA program, the following services will not be available for that Account: Checks, Visa® debit cards, web bill pay, online client orders, and systematic withdrawal services such as Move Money®/funds transfer disbursements. Similarly, the enrollment of an account in AIPS will be suspended during your participation in SPA, except to the extent that you have authorized the automatic transfer of cash into the Account. Additional assets contributed through AIPS will be invested at your Investment Manager's discretion.

RETIREMENT ACCOUNTS

Effective June 9, 2017, SPA was generally closed to new enrollments by Retirement Accounts. If you are an existing Retirement Account client, you should understand that our services described herein, particularly, the services and related materials of the Investment Policy Statement, Strategic Allocation Modeling, manager identification services and the performance report (including Institutional Performance Reporting), are provided (in the case of the Legacy Elective Services, only if you previously elected such services) in order to assist plan fiduciaries as they carry out their investment-related responsibilities and are not intended to be a primary basis for decisions related to your Account. Moreover, these services should not substitute for, or diminish the careful deliberation and determination of, those plan fiduciaries, after appropriate consultation with other professional advisers and the review of relevant plan documentation.

RULES FOR CASH ACCOUNTS AND MARGIN TRANSACTIONS

As a broker-dealer, Merrill is responsible for compliance with federal margin rules. Except where margin has been specifically permitted for certain Strategies, Accounts in the Program are set up as cash Accounts. This account notation means that margin is not permitted and purchase 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." 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 Investment Managers and reconstitute your investments; (2) when you engage 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

Generally, Merrill will act as the custodian for the assets held in your Account. Assets will be maintained in one or more central asset accounts established at Merrill through the applicable securities account. Pursuant to the Client Agreement, you have agreed to execute the applicable documentation for such accounts.

In limited circumstances, upon your request and direction and with our consent, you may enter into arrangements for your assets in the Program to be maintained with (1) certain of our Affiliates for that Affiliate to act as a custodian (an "Affiliated Custodian") or (2) a custodian that is not affiliated with Merrill (an "Unrelated Custodian"). Unless otherwise agreed with such Custodian, you will pay a separate fee for these arrangements on terms agreed upon by you with such custodian. Our rights and authority respecting your assets enrolled in the Program, including as to transfers of assets held with the Affiliated Custodian or the Unrelated Custodian, are limited to those set forth in the Client Agreement, regardless of any separate agreements or arrangements you may have or may enter into with any such Custodian. We disclaim any broader rights that may be contained in your separate agreement with the Affiliated Custodian or Unrelated Custodian. You will be responsible for all related fees and expenses charged by an Affiliated Custodian or an Unrelated Custodian subject to applicable law and the custodial arrangements agreed upon by you. These fees and expenses are not covered by the SPA Fee. Cash held with an Affiliated Custodian or an Unrelated Custodian will not be subject to the same sweep arrangements you receive with Merrill acting as the custodian, but we will include such cash positions in the value of your Account for the calculation of the SPA Fee.

You will be responsible for ensuring that we (and all vendors used by us) are provided with daily access to the Affiliated Custodian's or Unrelated Custodian's systems, transaction and account data and other information necessary to provide adequate account supervision, transaction, billing and other client reports and other necessary services to your Account. You understand that as a result of your use of a custodian other than Merrill, you may receive more limited information and reporting, including performance reporting, when we cannot obtain certain required information from the Affiliated Custodian or Unrelated Custodian.

Furthermore, the performance reports we provide for your Account will be based upon information provided by the Affiliated Custodian or Unrelated Custodian, which we will use for purposes of calculating the SPA Fee. We are not be responsible for verifying the accuracy of such information or any losses or errors by an Affiliated Custodian or Unrelated Custodian with respect to your Account. You have agreed to promptly notify your Investment Manager with respect to any additions or withdrawals of assets to your Account maintained at the Affiliated Custodian or Unrelated Custodian and have agreed that we will not be responsible or liable for any losses due to your failure to provide such prompt notification. Any assets held in your Account must be free from any lien, charge or other encumbrance (other than a lien, charge or other encumbrance in favor of us or our affiliates). Such assets must remain so, unless you notify us and we agree. You must notify us in writing prior to effecting loans secured by securities in your Account (including loans by our affiliates) as described below (commonly referred to as "collateralizing"). You understand that we will not provide advice on or oversee any of your collateral arrangements. In the event of any conflict between the terms of the Client Agreement and your collateral arrangements, the terms of the Client Agreement will prevail. You must also disclose to any lender the terms of the Client Agreement. No specific securities in your Account must be held as collateral to secure your loan. You should be aware of the adverse effects of collateralizing Accounts, including, but not limited to, the fact that the lending institution may require additional collateral or liquidation of securities held in your Account 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.

LOANS AND COLLATERAL

Certain of your Account assets may be “pledged” or used as collateral, if we consent, in connection with loans obtained through certain unaffiliated or Affiliated loan programs, such as the securities-based lending Loan Management Account® (“LMA”) and Mortgage 100®/Parent Power® mortgage programs (“Lending Programs”). Under such Lending Programs, you may receive loan proceeds as a result of an arrangement whereby your Account is pledged to a lender, and in certain circumstances, the lender may be an Affiliate of us. If you have elected to participate in a Lending Program, the terms and conditions applicable to that Lending Program are governed by the applicable loan documents and other service agreements and are not included or described further in this Brochure. You should review carefully the terms, conditions and any related risk disclosures for such Lending Program and understand that such risks will be heightened in the event you hold a concentrated position in your pledged Account or if your pledged Account makes up all, or substantially all, of your overall net worth or investable assets. A collateral call could disrupt your selected Investment Manager’s investment strategy for the Account. You, your Financial Advisor or your selected Investment Manager may not be provided with prior notice of a liquidation of the securities in your pledged Account. You, your Financial Advisor and your selected Investment Manager may not be entitled to choose the securities which are to be liquidated by the lender. The costs associated with such a lending arrangement under a Lending Program are not included in the SPA Fees and result in additional compensation to us, our Affiliate(s) and our Financial Advisors. You should consult with your own independent tax advisor in order to fully understand the tax implications associated with pledging your Account as loan collateral and the potential liquidation of pledged assets.

CASH BALANCES AND THE CASH SWEEP PROGRAM

At times, your Account will have an allocation to cash based on the Strategy selected, the asset allocation and investment determinations your Investment Manager (which may be a Related Manager) has made or in light of current market conditions. In certain circumstances, including periods of volatile or uncertain market conditions, any such cash allocation may comprise all or a substantial portion of your Account assets invested in a particular Strategy based on, for example, concerns about the market, a decision to pursue a defensive investment strategy or for other cash management purposes.

Depending on the Strategy selected for your Account, unless your Investment Manager directs that your Account’s cash allocation be invested in a cash alternative, 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 your underlying Merrill securities account agreement under the Cash Sweep Program. Under the Cash Sweep Program applicable to your account type, cash balances will be swept to either (1) a bank deposit account at BANA and/or other banks affiliated with us (a “Bank Affiliate”); (2) a designated money market fund; or (3) to any other cash sweep options we make available from time to time.

Unless you have a certain type of Retirement Account or a Trust Managed Account in the Program, the only sweep vehicle currently available to you under the Cash Sweep Program is a bank deposit account at one of our Bank Affiliates. The applicable terms of the available sweep vehicles are described in the disclosures that you received in connection with your underlying Merrill securities account. The current rates and yields are available at mymerrill.com or from your Financial Advisor. Cash balances maintained in Accounts with a custodian other than Merrill will not be subject to these sweep arrangements.

If you have elected the “no sweep” option for the cash balances held in your underlying Merrill 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 SPA Fee on the cash held in your Account even though you are not earning any interest or dividends on that cash.

Cash balances swept to a bank deposit at one or more of our Bank Affiliates will be placed in a bank deposit account bearing a reasonable rate of interest that has been established for, and in light of the features of, the Cash Sweep Program. The interest rate paid to you by BANA and other Bank Affiliates on the deposit account will likely be lower than the interest rates available on other deposit accounts at the Bank Affiliates or on comparable deposit accounts at other banks.

Generally, the rate you earn through the bank deposit account through the Cash Sweep Program will be lower than yields on cash alternatives, such as money market funds, that are available to you for investment outside of the Cash Sweep Program. The Bank Affiliates will benefit from their use of the deposits. We or our Affiliates will receive compensation from the Bank Affiliates for the services relating to the Cash Sweep Program and this compensation will be in addition to, and will not reduce, your SPA Fee, except as required by law. See “Account Fees — Cash Assets” and “Code of Ethics, Participation or Interest in Client Transactions and Personal Trading — Participation or Interest in Client Transactions — Cash Balances and Cash Sweep Program” for more information.

Any cash allocations invested in a money market fund (whether through any relevant cash sweep vehicle or as a result of a specific direction by your Investment Manager) are subject to such money market fund’s management, distribution, transfer agent, and other expenses. These fees and expenses are in addition to, and will not reduce, your SPA Fee, except as required by law. We receive compensation in connection with any such money market fund holdings. See “Code of Ethics, Participation or Interest in Client Transactions and Personal Trading — Participation or Interest in Client Transactions — Funds and Related Investing”.

TRADING IN SPA ACCOUNTS

Your trades are generally placed by, and are the responsibility of, the Investment Manager, including any Related Manager, you choose and to whom you have granted the discretionary authority to determine (subject to your investment objectives and constraints) the securities to be bought or sold on your behalf, the amount of such securities, and the brokers or dealers to be used in such transactions. Except for Retirement Accounts, an Investment Manager may be a Related Manager. The Investment Manager you select is obligated, absent your direction to the contrary, to effect transactions with or through those brokers or dealers that, in the Investment Manager’s view, are capable of providing best price and execution of orders for your benefit.

If the Investment Manager determines to execute a purchase or sale of any security for your Account through a broker or dealer other than us, any resulting execution charges will be separately charged to that Account. A transaction that the Investment Manager has placed through an Unaffiliated Investment Firm for a particular Investment Manager Strategy is commonly referred to as a “step out” or “step out trade”. In selecting a firm to execute transactions and the markets on or in which the transactions will be executed, the Investment Manager is not obligated to solicit competitive bids for each transaction or seek the lowest available commission cost to you, so long as it reasonably believes that the firm it selects can be expected to obtain a “best execution” market price on the particular step out trade. Each Investment Manager is responsible for ensuring that it complies with its own best execution obligations.

Certain Investment Managers have historically executed all or a portion of their trades as “step outs”. Frequently, these trades have been for fixed-income, foreign or small cap securities or strategies for which a markup or markdown is charged by the executing broker-dealer. Because of our execution capabilities and because the SPA Fees you pay cover transaction charges only when transactions are executed through us, we

expect that your transactions will generally be executed through a broker or dealer other than us only when required by applicable law or your Investment Manager placing the transaction reasonably believes, in good faith, that such other broker-dealer will provide better price and execution, net of any additional resulting transaction costs which will be charged to your Account when transactions are effected through a broker or dealer other than us.

The Covered Investment Manager Strategies (i.e., those included on the Coverage List) that we have identified as trading through Unaffiliated Investment Firms, either on a regular or a limited basis, are designated in the document entitled “SPA Investment Manager Strategy Step Out Information Document”. Similarly, Uncovered Investment Manager Strategies that we have identified as trading through Unaffiliated Investment Firms, either on a regular or a limited basis, are designated in the document entitled “SPA Uncovered Investment Manager Strategy Step Out Information Document”. Both documents are available at ml.com/SMA. You can also obtain a copy of these documents upon request from your Financial Advisor. Information in these documents is based solely on the historical information that has been provided by the Investment Managers at their discretion, and we have not independently verified such information. We do not make any representation regarding the future trading practices of any Investment Manager for any Investment Manager Strategy. We recommend that before making a selection of an Investment Manager Strategy, you review the Manager’s Form ADV, Part 2A brochure, which contains more detailed information about its brokerage practices.

The potential cost advantage associated with using us to execute trades for your Account is expected to alter the way in which each Investment Manager satisfies its duty to seek best execution. That said, Investment Managers may utilize execution services of broker-dealers other than us. In particular, BANA, a Related Manager, will select broker-dealers other than Merrill and the resulting transaction costs will be in addition to the SPA Fees. SPA Fees do not cover transaction charges or other charges, including markups and markdowns, resulting from trades effected through or with a broker-dealer other than Merrill. See also “Other Fees and Expenses”.

We and our affiliates will ordinarily act as agent in executing transactions on behalf of SPA clients. Principal transactions may also be effected for SPA clients under the appropriate circumstances as permitted by law. Principal transactions may be subject to a dealer spread (i.e., the difference between the bid and the offer price), which would result in additional compensation or other benefit to us. Transactions in securities customarily traded in dealer markets (such as fixed-income or over-the-counter securities) that are purchased from or sold to broker-dealers other than us may include markups or markdowns by these firms.

In accordance with the instructions of your Investment Manager and your authorization, our execution services (or those of an affiliated broker-dealer) will generally be used for the purchase and sale of securities for SPA, unless you select CIO of BANA, if available, which is a Related Manager, you designate another broker-dealer, or applicable law is to the contrary. However, in buying or selling certain securities (particularly those that customarily trade in "dealer markets"), we may, for legal or other reasons, cause such transactions to be effected through a bank, broker or dealer that is not affiliated with us (“Unaffiliated Investment Firm”). When we select an Unaffiliated Investment Firm to execute transactions, we will take into account various factors, such as:

- The nature and quantity of the securities involved;
- The markets involved;
- The importance of speed, efficiency and confidentiality;
- The firm's apparent knowledge of such markets and sources from or to whom particular securities might be purchased or sold;
- The reputation and perceived soundness of the broker-dealer;

- The ability and willingness of the broker-dealer to facilitate both purchases and sales of securities for client accounts by participating in such transactions for its own account;
- The firm's clearance and settlement capabilities; and
- Other factors relevant to the selection of a broker-dealer for the execution of your securities transactions.

SPA Fees do not cover transaction charges or other charges, including markups and markdowns, resulting from trades effected through or with a broker-dealer other than us or our affiliates. In addition, SPA Fees do not cover transaction and other charges incurred by Funds held in SPA Accounts. Purchases of securities from an underwriter or dealer in a distribution will be effected at the public offering price.

Your transactions are effected by us on the instruction of your selected Investment Manager. Accordingly, it should be understood that, for any and all transactions effected by or through us in a SPA Account at the direction of your Investment Manager, we are acting exclusively as a broker-dealer in relation to such transactions.

We and the SPA Investment Managers 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, proprietary accounts or the accounts of our employees and/or related persons, without your prior authorization. In such cases, each account in the aggregated transaction will be charged or credited with the average price and, when applicable, its pro rata share of any fees.

When we execute transactions in foreign ordinary securities outside the United States, we may use the services of foreign Unaffiliated Investment Firms. These foreign Unaffiliated Investment Firms may handle your order as agent and assess a commission charge, or they may transact as principal and receive a dealer spread or markup/down. Additionally, to the extent a foreign currency conversion transaction is required to facilitate trade settlement, the foreign Unaffiliated Investment Firm (or its affiliate) effecting the currency conversion will be remunerated in the form of a dealer spread or markup/down. Although the remuneration received by the foreign Unaffiliated Investment Firm is not disclosed to or by us in net price transactions, we will undertake, upon your written request, to determine or ascertain from the contra-party this remuneration in a given transaction for your Account. The commission charges and/or dealer spreads of foreign Unaffiliated Investment Firms may also accrue when foreign issuers terminate an ADR facility, thereby necessitating conversion of ADRs to foreign ordinary share form. In such circumstances, the prices obtained for the post-conversion security may be less beneficial to you than if the ADR remained intact. These commission charges and/or dealer spreads are in addition to the SPA Fee payable under the Client Agreement.

We and our Affiliates may effect agency-cross transactions in which we or one of our Affiliates acts as agent for the parties on both sides of the transactions involving SPA or other clients in accordance with applicable law. When effecting such crossing transactions, we or our Affiliates generally receive compensation (the amount of which varies) from each party to such transactions, which is in addition to the fees described herein. While such compensation, in theory, creates a conflicting division of loyalties and responsibilities, transactions involving SPA are directed by your Investment Manager (which could be a Related Manager), and we will be acting solely as a broker-dealer in connection with such trades.

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 any errors as promptly as possible without disadvantaging the client. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the client. In general, in instances where we are responsible for effecting the transaction incorrectly, we may: (i) reimburse clients for any losses directly resulting from trade errors; (ii) credit to the client any profits directly resulting from such trade errors that are

corrected after the settlement of the transaction; or (iii) retain for ourselves any profits directly resulting from such trade errors that are corrected prior to the settlement of the transaction.

PROXY VOTING AND OTHER LEGAL MATTERS

Unless otherwise designated in the Client Agreement or other writing addressed to us (or another custodian you select), you direct your Investment Manager for each SPA Account to vote the proxies and receive other issuer-related material relating to the securities held in the SPA Account, and you represent in the Client Agreement that, under any applicable instruments or governing law, you are authorized to make such direction. To the extent that we are the custodian and voting instructions are not received and as permitted by applicable law, we will comply with the rules and policies of the SEC and applicable self-regulatory organizations, consistent with our role as a non-discretionary custodian.

In addition, we do not advise or act for you regarding any legal matters, including bankruptcies and class actions, pertaining to the securities held in the SPA Account. Unless otherwise agreed, we will send you any documents we receive for client distribution with regard to such matters.

As a broker-dealer, we use 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 regulation.

ACCOUNT FEES

The current fee schedules for SPA, including any Legacy Elective Services that you may have previously selected, are set forth below and apply to each separate SPA Account. Fees for accounts with asset values of \$50 million or greater will be determined by mutual agreement. If you receive any of the separate services described here but determine not to proceed with the SPA service, you are still responsible for paying us for such services on a separate basis under the then-current fee schedule for such service. Note that the SPA Fees do not cover the services of Investment Managers.

Dollar Value of Assets in Each SPA Account	Annual Equity/Balanced/Convertible/REIT Maximum Fee Schedule	Annual Fixed-Income Maximum Fee Schedule
Up to \$4,999,999	1.50%	.70%
\$5,000,000 – 9,999,999	1.00%	.60%
\$10,000,000 – 14,999,999	.85%	.50%
\$15,000,000 – 19,999,999	.75%	.45%
\$20,000,000 – 24,999,999	.70%	.40%
\$25,000,000 – 49,999,999	.60%	.40%
\$50 million or greater	Determined by Mutual Agreement	Determined by Mutual Agreement

SPA Fees are negotiable. Fees may differ based on a number of factors including, but not limited to, the:

- Amount of your assets;
- Number and size of related accounts;
- Range and extent of services provided or to be provided to you, including any Legacy Elective Services that you may have previously selected; and
- Financial Advisor assisting you.

SPA Fees that are negotiated are subject to change. Upon request, and at no charge, we will provide additional detailed information regarding your SPA Fees. Please contact your Financial Advisor if you would like to receive this more detailed SPA Fee information.

The full amount of the SPA Fee payable under the Client Agreement will be charged in accordance with the terms of the Client Agreement, regardless of the amount of transactions your Investment Manager chooses to effect in your Account.

Depending upon the factors enumerated above, some SPA clients receiving one or more of the Legacy Elective Services may pay less than other SPA clients not receiving such services. Moreover, fees and other account requirements vary as a result of prior policies and the date the Account was enrolled in SPA.

Other pricing arrangements, typically involving multiple accounts, products or services, may also be available to certain clients. While clients entering into such arrangements may pay higher fees for any particular component being offered, the pricing arrangements for the entire suite of services and products will generally result either in the same or lower fees in aggregate for all the accounts, products or services provided or for the inclusion of additional products and services.

We may, from time to time, enter into specialized agreements to provide particular or unique services to certain clients, subject to negotiated fees. The fees for certain of the services described in this Brochure may be reduced for our employees or employees of our Affiliates or clients who may be subject to prior fee schedules. For more information regarding the above services or any other services that we offer, please contact your Financial Advisor.

CALCULATION OF ACCOUNT FEES; INELIGIBLE ASSETS

SPA Fees are payable quarterly in advance based on the estimated value of your Account's assets as of the last business day of the previous calendar quarter, as determined by us or another custodian holding such assets. Merrill will use a variety of pricing sources in calculating the value of such assets in your Account, including Affiliates. All assets (including cash, deposit accounts and cash alternatives) are included in the value of your Account for the calculation of the SPA Fee, unless we have deemed that any assets are ineligible for the Program, in which case, such assets would not ultimately be subject to the SPA Fee. Depending on when such ineligible assets are contributed to, or liquidated or transferred from, the Account, such assets will be either: (i) excluded from the value of your Account for the calculation of the SPA Fee; or (ii) included in the Account's value for that calculation but you will receive a subsequent adjustment for any SPA Fees charged for holding those ineligible assets. See "Funding and Operation of SPA Accounts—Funding Accounts" for a description of certain ineligible assets; in addition, any money market funds that are not held through any relevant cash sweep vehicle applicable to your Account are considered ineligible assets, and, therefore, are not ultimately subject to the SPA Fee and, similar to the process described above under "Funding and Operation of SPA Accounts—Funding Accounts", will subject your Account to termination if not timely liquidated or transferred out of your Account. For the avoidance of doubt, any money market funds that are held through any cash sweep vehicle applicable to your Account, are eligible assets and, therefore, are subject to the SPA Fee. In certain limited circumstances, where an Investment Manager purchases or holds contributed mutual fund shares (whether money market funds or otherwise) in your Account as part of its Strategy, such shares would be subject to the SPA Fee. As noted in the section "Account Fees", SPA Fees do not cover the services of Investment Managers, and while Merrill may not consider all Account assets for purposes of your SPA Fee, your Investment Manager may do so for its fee.

For the initial quarter, fees are calculated proportionally based upon the number of days left in such quarter from the date our advisory relationship begins, which occurs on the date of acceptance of the signed Client Agreement by us. The initial SPA Fee is based on the estimated value of the Account as of the close of business on the day preceding notification to the Investment Manager to begin managing the SPA Account.

You may elect to have SPA Fees paid by debit from the SPA Account, debit from an alternate Merrill account, or through the payment of an invoice.

The account value used for the calculation of fees may differ from that shown on your monthly securities account statement and performance report due to a variety of factors, including trade date or settlement date accounting, the treatment of accrued income, round lot valuation and other considerations. Further, it should be noted that the valuation of client securities reported in the performance report may also be subject to occasional re-pricing in reasonable and appropriate circumstances, but such re-pricing will not affect, or result in the adjustment of, previously calculated SPA Fees.

DEDUCTION OF ACCOUNT FEES

As set forth in the Client Agreement, you may authorize us to deduct the SPA Fees from the Account. We also may, for your convenience and if so agreed between you and your Investment Manager, deduct from the Account the advisory fee that you have agreed to pay the Investment Manager ("Investment Manager Fee"). We will remit the Investment Manager Fee to the Investment Manager. The Investment Manager Fee will be deducted in addition to, but after, the SPA Fees payable to us.

To the extent permitted by law, all assets in the Account or other assets held by Merrill or any Affiliate for you will be subject to a lien for the discharge of your obligation to make timely payment to us, and we may sell assets in the Account to satisfy this lien.

ABILITY TO OBTAIN THE SPA SERVICES SEPARATELY

As noted above, you are not obligated to implement any of the recommendations provided through SPA or to trade through SPA. You may be able to obtain some or all of the types of services available through SPA from Merrill and its Affiliates, on a separate or combined basis, subject to certain restrictions, including the type of account for which you are seeking these types of services. Depending upon the factors below, SPA may cost you more or less than purchasing the services separately. You may also be able to obtain some or all of the types of services available through SPA from other firms, and account fees may be higher or lower than the fees charged by other firms for comparable services. It is your responsibility to review the other services or investments available through us and our Affiliates with your Financial Advisor to determine which may be most appropriate for you.

In comparing the account types and programs and their relative costs, you should consider various factors, including, but not limited to:

- Your preference for an advisory or brokerage relationship;
- Your preference for a discretionary or a non-discretionary relationship;
- Your preference for a fee-based or commission-based relationship;
- Your preference for access to a dedicated Financial Advisor;
- The types of investment vehicles and solutions that are available in each program or service and their costs;
- How much trading activity you expect to take place in your Account;
- 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; and

- The scope of ancillary services that may be available to you in a brokerage account, but that are not available in an advisory program.

OTHER FEES AND EXPENSES

We want you to know that SPA Fees do not cover:

- Investment Management Fees you pay to your selected Investment Manager (and set by such manager);
- Transaction charges resulting from trades effected through or with a broker-dealer other than us or our affiliates;
- Markups or markdowns by other broker-dealers (including on fixed-income or over-the-counter transactions in which we act as agent);
- Transfer taxes;
- Margin interest and fees and charges, charged by us or third parties, that are imposed for any securities that are deemed “in demand” and such securities are the subject of an options strategy, long/short strategy or other margin or short-sell strategy;
- Fees charged by us, our affiliates or unaffiliated third parties in connection with short-sale transactions;
- Fund redemption fees and contingent deferred sales charges for mutual fund shares contributed to your Account;
- Exchange, alternative trading system fees, required SEC fees or similar fees (such as for ADRs) charged by third parties, including issuers;
- Electronic fund, wire and other account transfer fees;
- Any fees and expenses associated with your use of an Affiliated Custodian or an Unrelated Custodian; and
- Any other charges imposed by law or otherwise agreed to with regard to your Account.

Among other services provided, we may effect transactions for any Funds, and any compensation paid to us by the Funds or our Affiliates is in addition to the SPA Fees. Due to the additional economic benefit to us when a SPA Account is invested in a Fund, a conflict of interest exists. For more information about other compensation we receive in connection with SPA and from Investment Managers participating in SPA, see the section *Client Referrals and Other Compensation - Other Compensation*.

As noted above, on trades effected through or with us, we will not charge a commission on agency transactions. On principal transactions effected with us, as permitted by law, we will not charge a markup or markdown from the prevailing market price on a per-transaction basis for our execution services. However, principal transactions may be subject to a dealer spread (*i.e.*, the difference between the bid and the offer price), which results in additional compensation or other benefit to us.

The SPA Fees do not cover charges (generally the dealer spread) imposed by Unaffiliated Investment Firms on step out trades as dealers, including where MLPF&S or its Affiliates act as agent in executing fixed income or over-the-counter transactions. Clients for which an Investment Manager places any fixed income, foreign or securities trades on an over-the-counter basis through Unaffiliated Investment Firms will not receive a discount from, or credit against, the SPA Fee for any markup or mark-down imposed by the executing Unaffiliated Investment Firm. Neither the SPA Fee nor the Investment Manager Fee covers these transaction execution costs. See “Funding and Operation of SPA Accounts – Trading in SPA Accounts” for more

information on step out trades.

Please note that a security that has been purchased in a brokerage or other account at Merrill or its Affiliate or at another investment firm and is moved into SPA, including those purchased in an initial public offering or any primary or secondary new issue offering, will become subject to the SPA Fee immediately. For such purchases, you will have paid an up-front commission or transaction charge and, upon transfer to SPA, you will pay the SPA Fee once the security is held in an Account enrolled in SPA. This means we and your Financial Advisor receive compensation in the form of sales commissions as well as from the ongoing SPA Fee once the security is transferred to an Account.

If your Investment Manager determines to execute a purchase or sale of any security for your Account through a broker or dealer other than us, any resulting execution charges will be separately charged to that Account. If you choose CIO of BANA, a Related Manager, as your Investment Manager, it will execute purchases and sales of any security in your Account through broker-dealers other than Merrill. These execution charges will be separately charged to your Account and are in addition to the SPA Fees.

SPA Accounts are generally not permitted to effect margin transactions. However, when so permitted, the margin interest you pay on debit balances is not included in the SPA Fee. Financial Advisors will receive additional compensation in such circumstances, unless waived, as well as, in limited cases, from rights or tender offers.

MARGIN, UNCOVERED OPTIONS AND SHORT SALES STRATEGIES

If your Investment Manager utilizes Options and Margin Strategies, you will incur costs in addition to the SPA Fees. Although you will be paid interest on the short market value of any securities sold short in your Account, we will also benefit from these short sale positions. The rate of interest paid to you will be determined by Merrill in its sole discretion and will reflect the retention of compensation by us. In addition, you will be charged fees, as reflected on your Account statements, for any securities that we deem to be “in demand” either at the time your Investment Manager sells such securities short or at any time before the short position is “closed out” by your Investment Manager.

Investment Managers that sell securities short will use cash generated from short sales to purchase additional securities, *i.e.*, leverage. If margin is used by your Investment Manager or if adverse market conditions trigger a margin call, you will pay interest pursuant to the Margin Agreement.

LOANS AND COLLATERAL

If your Account assets are “pledged” or used as collateral, with our consent, in connection with loans obtained through a Lending Program, the costs associated with such a lending arrangement under a Lending Program are not included in the SPA Fees and results in additional compensation to us, our Affiliate(s) and our Financial Advisors.

CASH ASSETS

The SPA Fee will be applied to any cash and eligible cash alternatives held within your Account. This includes (1) cash investments; (2) cash that is treated as a cash balance which is automatically swept into a cash sweep vehicle in accordance with the cash sweep program for your Account as provided for in the underlying Merrill securities account agreement (“Cash Sweep Program”); and (3) cash in your Account due to your having chosen the “no sweep option” as provided for in the Merrill securities account agreement. You may experience negative performance on the cash asset allocation for your Account if the fee charged on your cash and any cash alternatives is higher than the return you receive on any cash swept to a cash sweep vehicle and on any cash alternatives.

The SPA Fee is in addition to other compensation that we and our Affiliates will earn on cash held for investment purposes and cash held as part of a cash asset allocation that is swept to a cash sweep vehicle in accordance with the Cash Sweep Program. For more information about the Cash Sweep Program, including compensation and benefits we and our Affiliates receive, see “Funding and Operation of Accounts — Cash Balances and the Cash Sweep Program” and “Code of Ethics, Participation or Interest in Client Transactions and Personal Trading — Participation or Interest in Client Transactions — Cash Balances and Cash Sweep Program” for more information.

There are alternatives available to you for holding cash and cash alternatives, which include a brokerage account or a bank account with one of our Bank Affiliates or at other banking institutions. In these account alternatives, you may contribute and hold cash and/or cash alternatives and not be subject to the SPA Fee. These types of accounts may offer yields on your cash holdings that are higher than those offered in the Program. Any cash held in an account that is not enrolled in the Program will not receive the services under, or be considered in, the Program. We will not be considered an investment advisor or fiduciary with respect to any cash held outside of the Program.

BENEFITS TO US AND YOUR FINANCIAL ADVISOR FROM YOUR ENROLLMENT IN THE PROGRAM

We (including our Affiliates), your Financial Advisor and other of our employees benefit from the fees and charges paid by you and other clients for the services described in this Brochure. You may also use other products or services available from or through us and, in such case, pay additional compensation. Financial Advisors offering these services and providing ongoing assistance to you will, in turn, receive compensation from us.

Financial Advisors who assist you in enrolling in SPA receive a portion of the SPA Fees. Since a Financial Advisor’s compensation is based on the total SPA Fee charged to you, the Financial Advisor has a disincentive to reduce the SPA Fee below a level that will negatively impact the Financial Advisor’s revenue on each account. The amount of compensation we and your Financial Advisor receive from your enrollment in SPA may also be more or less than the compensation that we and the Financial Advisor would receive if you had instead participated in other programs offered by us or our affiliates or had purchased the services provided through SPA separately. If there is higher compensation, the Financial Advisor has a financial incentive to recommend that you select SPA over other programs or services offered by us or our Affiliates.

Further, separate and apart from SPA, Financial Advisors may assist you with your brokerage accounts and recommend the purchase or sale of securities, including stocks, bonds, mutual funds and other investments, as well as other products and services available through us and our Affiliates. In such cases, we and our Financial Advisors receive compensation in connection with their clients that is usually associated with or generated by such products, services and transactions. This compensation includes commissions, markups, or markdowns, asset-based or subscription fees, mutual fund sales loads, Rule 12b-1 fees or other remuneration as described in the applicable confirmations, prospectuses, subscription agreements or other offering documents (collectively, “Selling Broker Compensation”). This compensation is paid irrespective of whether you enroll an account with these securities transactions at a later date into the Program. To the extent that a Financial Advisor is a broker of record for the transaction, we and our Financial Advisors receive Selling Broker Compensation associated with mutual funds that you purchase, including for purchases executed outside of us. You should review all of this material carefully in determining whether to proceed with any such investments. We encourage you to speak with your Financial Advisors at any time about any of these matters, including the extent to which the Selling Broker Compensation varies among share classes.

The SPA program includes Investment Managers that are Related Managers and Unrelated Managers. The selection of Related Managers results in increased compensation to us or our Affiliate. Thus, we have a conflict of interest when recommending, selecting, monitoring and considering the removal or status change

of Related Managers because we and our Affiliates have an incentive to favor Related Managers over those whose selection would be expected to result in less total compensation to us and our Affiliates.

ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

CLIENT ELIGIBILITY

Investors eligible to participate in SPA include, but are not limited to, individuals, trust and estates (to the extent allowed by state law), charitable organizations, banks, corporations, or such other participants as we determine in our discretion and in accordance with applicable law.

ACCOUNT MINIMUMS

The minimum account size for a SPA Account generally is \$2 million, but we, in our discretion, may accept accounts with less than \$2 million. You may fund your Account with cash and/or securities acceptable to us. When funding an Account with securities (or otherwise transferring securities into an Account), however, you should bear in mind that your Investment Manager may decide to sell all or a substantial portion of such securities and that you will be responsible for any tax or other liabilities (such as CDSC on certain classes of mutual fund shares) resulting from such transactions.

CLOSING AN ACCOUNT AND/OR TERMINATING THE CLIENT AGREEMENT

The Client Agreement may be terminated at the direction of you or us as described in that agreement. Upon termination, we will refund any prepaid SPA Fees on a pro rata basis as specified in the Client Agreement or as required by law. Termination of the Client Agreement is separate from, and will have no automatic effect on, any agreement entered into between you and your selected Investment Manager(s), nor will it, in any case, affect or preclude the consummation of any transaction initiated prior to termination. You also have the responsibility to notify your Investment Manager of your decision to terminate the SPA Account or terminate your agreement with your Investment Manager. You further understand that neither Merrill nor our Financial Advisors are responsible for notifying your Investment Manager of your decision to terminate the SPA Account or your agreement with your Investment Manager.

The termination of your Financial Advisor's employment with Merrill will not automatically terminate the Client Agreement. In the event that your Financial Advisor is no longer able to service your Account, Merrill may reassign that Account to a different Financial Advisor and you will be notified of any such change.

PORTFOLIO MANAGER SELECTION AND EVALUATION

REVIEW OF COVERED INVESTMENT MANAGER STRATEGIES PARTICIPATING IN SPA AND MANAGER IDENTIFICATION SERVICES

The SPA service assists you with the identification and selection of Investment Managers that may be appropriate based on the criteria you provide (including financial goals and needs) and based on the information obtained from the Investment Managers and/or from Investment Manager databases.

We seek to provide clients with access to professional investment advice and to make available a choice of various investment styles and corresponding risk levels. As a general matter, we decide whether to include particular Investment Manager Strategies in SPA (or to remove them from SPA) 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 conducted by or under the auspices of Merrill, including through the Merrill Chief Investment Office ("CIO").

Initial Review and Selection of Investment Managers; Periodic Reviews. The initial and periodic reviews of Investment Manager Strategies available for investment in SPA on the Coverage List are performed by product teams through an internal business review. In addition, for Investment Manager Strategies, 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.”

The CIO Review Process consists of proprietary processes conducted by the 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 strategy, we employ a multi-factor process to review appropriate Investment Manager Strategies to meet this need. These factors may include, but are not limited to: organizational structure and stability of an Investment Manager Strategy, adherence to investment style, evaluation of risk and volatility, investment professional and strategy resources, investment philosophy and process, portfolio construction, performance, and operating and administrative capability. 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 Investment Manager Strategies. Please note that there may be particular Investment Manager Strategies that are not reviewed under the CIO Review Process.

Our reviews may involve in-person visits, telephone conference calls, reviews of performance, and updates of certain Investment Manager 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 the Investment Manager. We do not perform audits of Investment Managers to verify past performance information that the Investment Managers provide to us.

For each Investment Manager, we will periodically evaluate factors related to the Investment Manager and the Investment Manager Strategy 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 of the Investment Manager Strategy in client accounts at Merrill or an Affiliate, the number or percentage of Merrill or an Affiliate clients in the Investment Manager Strategy and the asset class involved. If we identify concerns regarding an Investment Manager Strategy that we find significant or important, we may choose not to accept any new investments in that Investment Manager Strategy. A drift or variation of the style of management of a particular Investment Manager Strategy from the stated style does not require a removal from our Program offering. Merrill retains the decision-making authority to add or remove a Investment Manager Strategy from the Program, regardless of, or in light of the results of, any review conducted, including through the CIO Review Process.

Our review of Investment Managers and their Strategies does not substitute for your ongoing monitoring of your Account and the performance of your investments. Please see the section *Client Information Provided to Portfolio Managers* for additional information.

Related Managers. We or our Affiliates may make available Related Managers. We have a conflict of interest when considering the inclusion of Related Managers in SPA or assisting you in selecting a Related Manager, in that doing so will result in us or our Affiliates receiving additional compensation. We will include certain Related Managers on the Coverage List, but will not include them in the SPA manager identification services. We provide due diligence on the Related Managers included on the Coverage List, but do not provide due diligence on Related Managers that are not on the Coverage List. Related Managers included on the Coverage List will currently not be made available to Retirement Accounts. If you want to use a Related Manager that is not included on the Coverage List, you may need to complete additional paperwork, including a form indicating that we and your Financial Advisor did not recommend such Related Manager and

acknowledging that we do not conduct due diligence on the manager for your SPA Account. Conflicts of interest related to the inclusion of Related Managers in SPA are further discussed under the sections *Related Managers* and *Client Referrals and Other Compensation - Other Compensation*.

Manager Identification Services. Based on your responses to the Profiling Questionnaire, your Financial Advisor will assist you with your selection of an Investment Manager and Strategy. If you select a Strategy from the Coverage List, or the Strategy is available in the ML IAP at the time of your enrollment in SPA, we will provide ongoing due diligence on such Investment Manager(s)/Strategy. If an Investment Manager or Strategy is removed from the Coverage List, we will no longer perform ongoing due diligence. We do not perform due diligence on any other strategy or manager other than those on the Coverage List or those that are available in the ML IAP.

Manager identification services are completed upon the presentation of the Investment Managers referred to above. It is your responsibility to select and/or retain any of the Investment Managers presented and to negotiate the terms of any Investment Manager agreement. The Investment Manager's fee is not included in the SPA Fee. Thereafter, new manager identification service recommendations will only be prepared upon your specific request.

Moreover, the methodology used by an Investment Manager to select and aggregate accounts for performance reporting purposes (*i.e.*, the development of the Investment Manager's composite), as well as the calculation of performance results reported by each manager for its composite and its underlying accounts, may not have been created or calculated on a uniform or consistent basis from manager to manager. Further, performance information provided by the manager or obtained from third-party sources may include data pertaining to types of accounts that are different from the type of account you are interested in having managed. We encourage you to evaluate this performance data carefully and to consider all relevant factors in selecting or retaining one or more managers.

Manager identification services do not present information on all of the Investment Managers that might be appropriate for you. In compiling a list of Investment Manager candidates, we are limited by the scope of databases used and other practical considerations and may exclude firms viewed as direct competitors. In addition, given our diversified financial services business, we and our Financial Advisors have relationships or dealings with, and receive direct or indirect compensation or other benefits from, Investment Managers presented to you with manager identification services. Certain Investment Managers participating in the SPA service are also available for your selection in other of our investment advisory programs.

UNCOVERED INVESTMENT MANAGER STRATEGIES

We make no representation concerning Uncovered Investment Manager Strategies (*i.e.*, Investment Managers retained by you outside of manager identification services or Strategies of Investment Manager(s) that are not on the Coverage List or available in ML IAP). To the extent a Related Manager is on the Coverage List, but is not included in the SPA manager identification services, such Related Manager would not be considered an Uncovered Investment Manager. We do not provide due diligence with respect to Strategies of Uncovered Investment Managers. Similarly, we make no independent determination that any such Investment Manager and its management philosophy are compatible with your investment objectives. As a result, we are not responsible for services rendered, for information provided, or for any recommendations made by an Investment Manager you select outside of manager identification services. We will generally not reduce the SPA Fee even if you do not want manager identification services.

You should understand that you assume responsibility for monitoring your Investment Manager's performance. We will not:

- Perform any ongoing due diligence review with respect to your Investment Manager;
- Make any representation concerning your Investment Manager's abilities or qualifications as an investment adviser;
- Bear responsibility for the services rendered, for information provided, or for any recommendations made by your Investment Manager with respect to the Account;
- Endorse, recommend or otherwise suggest that your Investment Manager will make suitable investment decisions for you; nor
- Undertake to investigate or monitor the suitability of your Investment Manager's investment decisions.

You also should understand that your Investment Manager may have certain conflicts of interest, which we, our affiliates and your Financial Advisor may not be aware of and are under no obligation to investigate. We encourage you to speak with your Investment Manager to discuss any questions that you may have about existing or potential conflicts of interest relating to your Investment Manager. We note that certain Investment Managers may be Related Managers and your ability to use Related Managers as part of SPA presents conflicts of interest for the Related Manager and us. We discuss these conflicts below in the section *Related Managers*.

We strongly encourage you to contact your Uncovered Investment Manager on a periodic basis to:

- Discuss your Account and its investment performance;
- Review the Investment Manager's philosophy and style of management (so that you may determine the ongoing compatibility of your Investment Manager to your level of risk tolerance);
- Discuss any restrictions you may wish to impose or modify on your Account;
- Request information regarding conflicts of interest between you and your Investment Manager; and
- Receive a current copy of your Investment Manager's Form ADV filing and/or brochure for review.

We also suggest that you periodically check the registration status and other information regarding your Uncovered Investment Manager, including disciplinary events, at the SEC's website: www.adviserinfo.sec.gov.

RELATED MANAGERS

The SPA program may allow you to use the services of Investment Managers that are Related Managers. The selection of a Related Manager results in increased compensation to us or an Affiliate. Merrill may include certain Related Managers on the Coverage List but will not include them in the SPA manager identification services. We provide due diligence on the Related Managers included on the Coverage List, but do not provide due diligence on Related Managers that are not on the Coverage List. Related Managers included on the Coverage List will currently not be made available to Retirement Accounts.

Merrill will receive revenue and other economic benefits to the extent that assets in the Account are purchased on margin since the SPA Fees are ultimately applied to all eligible assets in the Account, including those that have been bought on margin, and also as a result of the imposition of margin interest. Related Managers therefore have an incentive to use margin to purchase additional Account assets instead of selling an existing Account asset to buy new Account assets. The use of margin to buy additional Account assets keeps the total value of the Account, and the SPA Fees imposed, more than it would otherwise be without the use of margin.

CIO of BANA, a Related Manager, will execute purchases and sales of any security in your Account through broker-dealers other than Merrill and the resulting transaction costs will be in addition to the SPA Fees. In effecting transactions for your Account, CIO of BANA may use broker-dealers who provide research and brokerage products and services to CIO of BANA in exchange for commissions generated by transactions in client accounts, including your Account, also known as “soft dollars” or client commission practices. This creates an incentive for CIO of BANA to choose broker-dealers that provide quality research. You should review CIO’s brochure for additional information about this and other conflicts of interest.

Our Affiliates and related business divisions, such as BANA, offer their own managed products or wrap programs that are similar to this or other Merrill programs. Advice and/or recommendations provided to accounts in those programs, including advice related to the recommendation of certain Investment Managers, will be different from, or even conflict with, the advice and recommendations provided in connection with the Program or to other Affiliates. 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. For example, we may recommend a specific Investment Manager for inclusion in a BANA program, but not a Merrill program.

MERRILL AND CERTAIN AFFILIATES ACTING AS PORTFOLIO MANAGERS

Advisory Services Provided by Merrill and Certain Affiliates. Investment Managers, which include Related Managers, are exclusively responsible for the management of client assets as described in the section entitled *Services, Fees and Compensation*.

Tailored Investment Advice. As described in the section entitled *Services, Fees and Compensation*, you will enter into a separate agreement with your selected Investment Manager, which may be a Related Manager, for the management of your assets. You may impose reasonable investment restrictions on your Account but you must communicate such restrictions to your Investment Manager.

Wrap Fee Programs. Merrill acts as the wrap fee program sponsor and also acts as the portfolio manager in other wrap fee programs sponsored by us. We receive the SPA Fee as described in this Brochure. Your Investment Manager, which may be a Related Manager, charges a separate management fee for services. We also act as a portfolio manager in certain investment advisory programs which are not wrap fee programs but are otherwise similar to the program described in this Brochure.

Performance-Based Fees. Merrill does not charge performance-based fees.

Methods of Analysis. As described in the section *Portfolio Manager Selection and Evaluation*, we use certain methods of analysis to provide clients with access to professional investment advice and make available a choice of Investment Managers. You should understand that all investments involve risk (the amount of which varies significantly), that investment performance can never be predicted or guaranteed and that the value of your Account will fluctuate due to market conditions and other factors.

Voting Client Securities. As described in the section *Proxy Voting and Other Legal Matters*, unless otherwise designated in the Client Agreement or other writing addressed to us (or another custodian you select), you direct your Investment Manager for each SPA Account to vote the proxies relating to the securities held in the SPA Account.

CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

As part of the enrollment process into SPA, you are asked to complete a Profiling Questionnaire that elicits information about your financial circumstances, investment objectives, risk tolerance and other relevant

information relating to your Account. The information in the Profiling Questionnaire is used by us to make manager recommendations and may be provided to your Investment Manager.

You are obligated to notify your Financial Advisors promptly of any material change in financial circumstances, investment objectives or investment restrictions (if any) that may affect account management. You are notified periodically to emphasize the need for you to report such information. The management of your Account is the responsibility of your selected Investment Manager. Accordingly, you must also provide any such updated information directly to your Investment Managers, and neither Merrill nor our Financial Advisors have any obligation to communicate such information to your Investment Manager.

CLIENT CONTACT WITH PORTFOLIO MANAGERS

We do not place any restrictions on your ability to contact and consult with your Investment Manager. Under SPA, you enter into a separate agreement with your Investment Manager and that agreement will discuss your ability to contact your Investment Manager.

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 each 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.

On April 17, 2020, the SEC issued an administrative order in which it found that MLPF&S had willfully violated Section 206(2) of the Advisers Act. Specifically, the order found that from January 1, 2014 to May 31, 2018, it failed to disclose in its Form ADV or otherwise the conflicts of interest related to (1) its receipt of 12b-1 fees and/or (2) its selection of mutual fund share classes that pay such fees. During this period, MLPF&S received 12b-1 fees for advising clients to invest in or hold such mutual fund share classes. In determining to accept the offer of settlement, the SEC considered that MLPF&S self-reported to the SEC pursuant to the SEC's Share Class Selection Disclosure Initiative and had completed a number of the undertakings in the order prior to issuing the order. In the order, MLPF&S was censured and ordered to cease and desist from committing or causing any violations and any future violations of Section 206(2) of the Advisers Act. It was also ordered to make disgorgement payments of \$297,394 and prejudgment interest payments of \$27,982 to affected investors.

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 MLPF&S's remedial acts promptly undertaken and cooperation afforded the SEC staff. MLPF&S 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. It 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 one-half ($\frac{1}{2}$) 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 the trade capacity as 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, 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) 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) 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

Merrill, an indirect wholly-owned subsidiary of Bank of America, is a leading global investment banking firm and a registered broker-dealer and investment adviser. In the United States, we act as a broker (*i.e.*, agent) for our corporate, institutional and private clients. Through our own arrangements and through our Affiliate, BofA Securities, Inc. ("BofAS"), we have access to a dealer market 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. We operate the firm's U.S. retail branch system, and also provide 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 May 2019, Bank of America separated the retail and institutional broker-dealer activities that had operated through MLPF&S into two distinct legal entities. Retail customers continue to be serviced through MLPF&S, while institutional clients are serviced through BofAS.

As a registered investment adviser, Merrill completes a Form ADV, which is publicly filed with the SEC (available at <http://www.adviserinfo.sec.gov/IAPD>).

For purposes of Form ADV Part 2, certain Merrill management persons are registered as registered representatives or associated persons of Merrill. In the future, certain Merrill 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 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 recordkeeping services; (4) origination, brokerage, dealer and related activities in swaps, options, forwards, ETFs, 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: 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. From time to time, a shareholder of Bank of America may acquire a sufficiently large interest in Bank of America that the holding triggers statutory or regulatory obligations or restrictions. In such event, our ability to take certain actions or make recommendations within your Account, such as buying or selling securities issued by the shareholder or its affiliates, may be limited.

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

From time to time, Merrill enters into distribution agreements with asset managers pursuant to which Merrill distributes certain products and services sponsored or advised by the asset manager.

Due to these relationships, the management and employees of these entities have a broader level of access and exposure to Merrill, our management, Financial Advisors and other personnel. In addition, they have the opportunity for increased exposure at marketing events or in Financial Advisor and client materials. Such access and exposure is not available to other asset managers and enhances the ability of our Affiliates to distribute their funds and other investment products through us.

Each of the Related Funds pays investment management fees to its investment adviser and, like Unrelated

Funds, incurs other expenses.

We address conflicts described in this section and throughout the Brochure relating to compensation in a variety of ways, including disclosure of the conflicts in this Brochure. Moreover, our Financial Advisors are required to recommend investment advisory programs that are suitable for, and in the best interest of, each client based upon the client's investment objectives, risk tolerance and financial situation and needs and considering cost. In addition, we have established a variety of restrictions, procedures and disclosures designed to address potential and actual conflicts of interest – both those arising between and among Accounts as well as between Accounts and our business. That said, your Investment Manager, not Merrill or your Financial Advisor, will recommend individual securities and exercise investment discretion.

RECEIPT OF COMPENSATION FROM INVESTMENT ADVISERS

We and our Affiliates have business relationships with many investment managers, including Investment Managers participating in SPA, separate and apart from SPA. For example, these investment managers may direct their clients' transactions to us. We may also make available to them research, execution, custodial, pricing and other services offered by us in the normal course of business. We receive compensation in connection with such transactions and other services. Certain investment managers 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 Financial Advisors and other personnel of MLPF&S, or our affiliates relating to the SPA service and asset management generally. These investment managers or their affiliates may also participate with our personnel in other conferences and seminars unrelated to SPA and reimburse us to cover various costs of these conferences and seminars. Certain investment managers may be Related Managers, as indicated on the respective Profiles. We will generally provide you with important information about each Investment Manager Strategy through a document known as a "Profile."

Third Party Firm Reimbursement for Training Events. Certain Third Party Firms periodically participate in Merrill-hosted or Affiliate-hosted national internal training and education conferences for Advisors and other personnel as well as for conferences that Merrill or an Affiliate hosts for clients (National Training Events). There is no requirement that Third Party Firms provide any such support or payments in order for us to make available their investment products to our clients. Third Party Firms electing to participate in a particular National Training Event reimburse us for the total cost of the National Training event on a prorata basis. The amount of reimbursement from Third Party Firms varies depending on, among other things, the number of events in which a Third Party Firm participates in. For 2019, when there were approximately 14 National Training Events covering a variety of investment solutions topics, over 100 Third Party Firms reimbursed us an aggregate amount of approximately \$15 million.

In addition, Third Party Firms periodically organize training programs that provide our Advisors and certain personnel with information on their platform of products and services with the opportunity to interact with a firm's management and investment personnel. These meetings may occur at a location determined by the Third Party Firm or at our local branch offices. Certain Third Party Firms also may help to support client and prospect seminars, trade shows and booth events. Third Party Firms hosting or supporting these meetings provide reimbursement payments to offset the costs of these training meetings and events, which, in certain circumstances, includes meals, travel and accommodations. In 2019, the aggregate amount of the reimbursement payments made by Third Party Firms related to over 2,750 training programs and events and in aggregate was approximately \$10 million. We have implemented policies and procedures that place certain restrictions on these types of events and training programs and have supervisory practices in place to monitor compliance with these policies and procedures.

These payments and benefits present conflicts of interest because they create incentives for us to recommend products of these Third Party Firms. The amount of Third Party Firm reimbursement is not dependent or related to the amount of assets invested by you or any other of our clients in or with the products or services of the particular Third Party Firm. Neither we, nor our Affiliates, incentivize Advisors to recommend one Third Party Firm's product or service over another's. Further, Third Party Firms are not

permitted to condition their payment on any amount of sales of their products or services. However, Third Party Firms who participate in the National Training Events and other meetings described above have more opportunities to interact and build relationships with our Advisors. This creates a conflict of interest to the extent this leads our Advisors to recommend the products and services of these Third Party Firms.

Third Party Firm Office Access and Gifts, Meals & Entertainment. Representatives of Third Party Firms work with Advisors and other of our representatives to provide information and support to them regarding their respective investment products. From time to time, Third Party Firms provide Advisors and other of our personnel with non-monetary gifts and gratuities, such as promotional items (e.g., coffee mugs, golf balls, or gift baskets) and meals. Certain Third Party Firms also make charitable donations or contributions or cover the costs of reasonable entertainment in connection with events sponsored by Merrill or its Affiliates or related to clients. The Third Party Firms are not permitted to condition their charitable donation, entertainment or gift on any amount of sales of their funds and Merrill does not incentivize Advisors to recommend or select one investment product over another. Receiving gifts, meals and entertainment creates a conflict of interest because Advisors are incentivized to recommend products or services offered by these third-party firms. We have implemented policies and procedures to supervise this activity that are consistent with FINRA rules.

CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

CONFLICTS OF INTEREST AND INFORMATION WALLS

Merrill and its parent company, BofA Corp., engage in a wide range of activities and businesses across a broad spectrum of clients. As a result, we recognize actual, potential and perceived conflicts of interest develop in the normal course of operations in various parts of the Bank of America organization. To address these conflicts, information walls are in place which are designed to allow multiple businesses to engage with the same or related clients at the same time, while mitigating any conflicts arising 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 Bank of America possess material nonpublic information. Additionally, Bank of America maintains a Code of Conduct 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. We believe that no organization can totally eliminate conflicts that exist explicitly or implicitly. Each of Bank of America and Merrill evaluates its 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 or manage the conflict..

CODE OF ETHICS

We have adopted an Investment Adviser Code of Ethics (the "Code of Ethics") covering our personnel who are involved in the operation and offering of investment advisory services. The 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 we follow in conducting our business with integrity and professionalism. The 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

- 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 the Code of Ethics to you upon request.

We also have 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 we have implemented procedures for monitoring these transactions as well as those of all employees. Our requirements impose certain responsibilities on Financial Advisors and their trading. Financial Advisors are permitted to participate in block trades along with their clients and/or other Program clients.

PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS

PRINCIPAL, AGENCY-CROSS AND CROSS TRADES

We will not charge a commission on agency transactions in your Account. There may be instances in which we or an Affiliate of ours act as principal in effecting an investment transaction for your Account, in accordance with applicable law. If we or an Affiliate of ours effect a principal transaction for your Account, Merrill will not charge a markup or markdown. However, principal transactions may be subject to a spread, underwriting fee or selling concession, which would result in additional compensation or other benefit to us or our affiliate. We have authorized transactions for your Account to be effected on a stock exchange by us or an Affiliate, as appropriate.

We or one of our Affiliates may, at times, act as agent for both buyer and seller in effecting investment transactions involving SPA clients or other advisory clients (“agency-cross transactions”), in accordance with applicable law. Since we generally will receive compensation from each party to an agency-cross transaction, there is a conflict between our responsibilities and loyalties to you and to the other party to the transaction. Any compensation we receive will be in addition to the SPA Fee. By signing the Client Agreement, you consent to us acting as your agent in effecting agency-cross transactions for the Account when we consider them advisable and consistent with applicable law. You may revoke the consent at any time by notifying us in writing.

From time to time, we may cause your Account to engage in a transaction for the purchase or sale of a security with another client, subject to applicable law. We would do so only when we determine that the transaction is in the best interest of each party, and we would not receive any compensation in connection with the transaction.

FUNDS AND RELATED INVESTING

Your Investment Manager may use Funds as a part of the Strategy used in your Account; provided, however, we generally restrict Investment Managers from purchasing mutual fund shares in your Account, including purchasing additional shares of any mutual fund that you used to fund your Account (either initially or otherwise). Furthermore, and as described above under “Funding and Operation of SPA Accounts—Funding Accounts”, as a general matter, mutual fund shares (other than those that are held through any cash sweep program applicable to your Account) are not permitted to be held in SPA Accounts. To the extent that you fund your Account with mutual fund shares, and you or your Investment Manager do not liquidate or transfer such shares from your Account within a limited period of time after being requested to do so, we will terminate your Account from SPA.

In the event your Investment Manager uses Funds as a part of the Strategy used in your Account, you understand that these Funds may be Related Funds. In addition, Merrill or a Related Company may earn

additional compensation for services rendered in connection with such products. For example, Merrill or a Related Company may execute brokerage transactions for a Fund included in your Account (including on a principal basis), or provide shareholder sub-accounting services to a Fund, for which it will be paid. More complete information about any of the Funds, including risks, management fees and other charges and expenses, is contained in the Fund's prospectus or other applicable disclosure document. Any fees and compensation, including the sub-accounting/transfer services fees discussed below, that we or our Affiliates receive from or on behalf of a mutual fund, ETF or either of their product sponsors in connection with your investments enrolled in the Program will be in addition to the SPA Fee and, except to the extent required by applicable law, the SPA Fee is not offset or reduced by any such fees and 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.

Due to the additional economic benefit to Merrill, our Related Companies, and, potentially, a Financial Advisor, from investments in Funds, a conflict of interest exists. This conflict will be greater when you select an Investment Manager, especially a Related Manager, whose Strategy uses these products or your Account holds these Fund investments. For any Funds advised, sponsored or distributed by Merrill, a Related Company or their respective Affiliates, Merrill, a Related Company or their respective Affiliates, as applicable, will receive investment management fees and/or Rule 12b-1 fees or other service fees from the Funds. For other Funds, Merrill and its Affiliates also receive Rule 12b-1 fees or other service fees from the Funds. Many mutual funds offer share classes that do not include Rule 12b-1 fees, and in those cases we will be collecting Rule 12b-1 fees when there are less expensive share classes available to you. It is generally in your best interest to hold lower-fee share classes because your returns are not reduced by additional fees and expenses. We will not exchange any mutual fund holdings in your Account to other share classes. Whether you fund your Account with mutual fund shares or your Investment Manager purchases them as part of a strategy, you should not assume that you will be holding the share class with the lowest possible expense ratio that the mutual fund provider makes available to the investing public. We and our Affiliates also provide other services to Related Funds and other Funds for compensation, such as transfer agency, shareholder servicing, administrative, accounting and printing services. To the extent that the SPA Fee is intended to cover certain similar services when provided directly to your Account, you would be deemed to be paying additional fees for the same services if you select a Strategy that invests in Funds.

Merrill or Related Companies also may effect transactions with Funds and receive compensation in connection with these activities.

Under our agreements with each mutual fund (or its respective principal underwriter or other agent), we or our wholly-owned subsidiary provide sub-accounting and related services (including account recordkeeping, transaction processing, reporting and corporate action services) ("sub-accounting/transfer services") for holders of such mutual funds maintaining their shares in an Account as well as in other Merrill securities accounts and receives the agreed upon subaccounting/transfer services fee. 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. These service arrangements and the amount of compensation vary by fund types, fund, and by share class.

Depending on the specific arrangements, Merrill or its subsidiary, Financial Data Services, LLC ("FDS"), will receive from or on behalf of the mutual fund, sub-accounting/transfer services fees of either up to 0.15% per annum of the amount invested in such mutual fund or up to \$21 annually per Merrill client position in the mutual fund. For money market mutual funds, the sub-accounting/transfer services fee is generally 0.005% per annum. Money market funds available to certain Accounts as an automatic cash sweep option also include a 0.40% administration fee. These fees and fee rates are subject to change from time to time, and may be received individually, or may be part of a "bundled" arrangement with a mutual fund that includes other types of fees, such as distribution and marketing support payments. Certain mutual funds offer a fund share class that does not include a sub-accounting/transfer services fee. Accordingly (and because we will

not exchange any mutual fund holdings in your Account, as discussed above), 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. In addition, the share class of money market funds available as part of the cash sweep option for certain types of accounts will not necessarily be the lowest cost share class available from the money market fund. 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 more information on mutual funds, you can review our “Mutual Fund Investing at Merrill Lynch” document available at www.ml.com/funds and from your Financial Advisor upon request.

In addition to these fees, we and our affiliates receive fees paid by certain ETF or similar product sponsors or their Affiliates for licensing or other arrangements. These fees, which are typically calculated as a percentage of the assets of the ETF or similar product, are not generally borne by the fund, but are instead paid directly from the sponsor or its Affiliate to us or our Affiliates.

You can purchase shares of some (but not all) of the Funds included in a Strategy directly from the Funds, their agents, or through us without enrolling in SPA. If you do so, you would not pay account fees for such assets. However, you may not be eligible to purchase the same share class for each of the Funds available through SPA and the purchase of a different share class may be subject to applicable sales charges; and further provided that, while you may fund your Account with mutual fund shares, if such shares are not liquidated or transferred from your Account after a limited period of time after being requested to do so, your Account will be removed from the Program. In addition, you and your Investment Manager generally will not be permitted to purchase any mutual fund shares in your Account.

As a registered broker-dealer, Merrill also benefits from the possession or use of any free credit balances in Client accounts, subject to restrictions imposed by Rule 15c3-3 under the Exchange Act.

Merrill, a Related Company, or their respective Affiliates receive investment management fees paid by the Funds held in your Account.

In addition to Funds, Merrill or a Related Company, as applicable, earns additional compensation for services rendered in connection with other types of investment products purchased for your Account.

PROVISION OF DIVERSIFIED FINANCIAL SERVICES

Bank of America is a diversified financial services company that generally provides, through us and our Affiliates, a wide range of services to retail and institutional clients for which it receives compensation. As a result, we, Bank of America and our Affiliates can be expected to pursue additional business opportunities with the entities whose investments we and our Financial Advisors recommend or make available to clients. Consistent with industry regulations, the services that we and our Affiliates provide 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 Funds and other clients. Merrill professionals (including your Financial Advisor), involved with the offering of Funds to individual investor clients may introduce Fund distributors, sponsors, service providers or their affiliates to other services that Bank of America, Merrill and their other Affiliates provide. As such, Merrill and its Affiliates earns additional compensation for the services.

As permitted by applicable law, Financial Advisors will receive compensation (the amount of which varies and could be significant) in connection with these introductions and/or services. Revenue paid for, or generated by, such services may not be used by Fund distributors, sponsors or service providers to compensate Merrill, 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.

PARTICIPATION IN AFFILIATE LENDING PROGRAMS AND MARGIN

There are of conflicts of interest when we recommend that you use a loan secured by your Account assets as collateral. These conflicts exist with a margin loan from Merrill or with any of our Affiliate lending programs that may be available to you from an Affiliate lender.

Specifically, in the case of a margin loan, we receive interest payments on the margin loan, and your Advisor receives compensation based on a percentage of the loan revenue we receive on the margin loans. Likewise, in the case of a loan from an Affiliate, including but not limited to the Loan Management Account® product (“LMA® account”), the Affiliate

lender intends to derive a profit as lender based on interest and/or fees, if any, charged on the loan, and your Advisor receives compensation based on a percentage of the loan revenue of the Affiliate lender for such loan. Advisors may receive greater benefit if you borrow more under a margin or Affiliate lending program and if you are charged a higher interest rate.

The lender, whether it be Merrill or an Affiliate, has a lien on your Account assets that are used as collateral for the loan. The lender will act to protect itself as lender in connection with the loan, and this may be contrary to your interests and/or investment objectives. This lien also creates a conflict of interest with respect to the recommendations we make to you. For example, your Advisor may recommend that you allocate your investments to your Account that has an Affiliate lender’s lien rather than to another Account without such lien. Another example is that your Advisor may recommend a less risky investment in order to minimize the risk of loss with respect to the Affiliate lender’s collateral. Furthermore, your Advisor is compensated based on a percentage of the revenue on the loan and this means your Advisor can benefit from your borrowing under the lending program, rather than liquidating assets held in the Account, and will receive a reduction in compensation earned by recommending you to reduce your outstanding loan balance.

Certain investment strategies can involve the use of margin. Merrill will receive compensation in connection with any assets purchased in an Account on margin or other extensions of credit by us, which is in addition to, and does not reduce, the SPA Fee. Advisors will receive additional compensation in such circumstances, unless waived, as well as, in limited cases, from rights or tender offers. The additional economic benefit to us from the use of margin creates a conflict of interest.

CASH BALANCES AND CASH SWEEP PROGRAM

As further described in “Funding and Operation of SPA Accounts—Cash Balances and the Cash Sweep Program” above, cash balances may be held in your Account for a number of different reasons, including as part of a Strategy’s asset allocation to cash. To the extent your Investment Manager (which may be a Related Manager) does not select a cash alternative vehicle for your Account’s cash allocation, 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 Cash Sweep Program.

Bank Affiliates 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 funded in part by bank deposits. In addition, Bank Affiliates determine the interest rate paid to depositors in their deposit accounts.

Unless you have certain types of Retirement Accounts or a Trust Managed Account enrolled in the Program, the only sweep vehicle currently available to you is a bank deposit account at a Bank Affiliate. The greater the amount of the cash balance maintained in your Account (which may be based on a recommendation from a Related Manager) that is then swept to a bank deposit account at a Bank Affiliate 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 Bank Affiliates will likely be lower than the interest rates available on other deposit accounts at the Bank Affiliate or on comparable deposit accounts at other banks. Generally, the rate you will earn on a deposit account at a Bank Affiliate through the Cash Sweep Program will be lower than yields on other cash alternatives that may be available to you outside of the Cash Sweep Program. When selecting a Strategy for your Account, you should speak with your Investment Manager regarding cash balances and the management of cash allocations in your Account. For additional information, please see “Funding and Operation of SPA Accounts—Cash Balances and the Cash Sweep Program.”

We address the conflicts of interests associated with the Cash Sweep Program and the deposit accounts in a variety of ways, including through disclosure in this Brochure. We also calculate the compensation paid to our Financial Advisors on the same basis for all Program assets without regard to the amount of cash balance we or our Affiliates receive. In addition, while we may decide to include particular Investment Manager Strategies in SPA and your Financial Advisor may assist you in selecting an Investment Manager and Strategy, it is the Investment Manager (which may be a Related Manager), not Merrill or your Financial Advisor that is responsible for recommending individual securities or investments and exercising investment discretion in your Account. 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 Financial Advisors provide, although such policies and procedures do not eliminate such conflicts of interest.

As a registered broker-dealer, Merrill also benefits 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.

INVESTMENT IN SECURITIES BY MERRILL AND OUR PERSONNEL

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 will 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 SPA clients, which differs from that given or taken with regard to other clients. This includes the advice given or actions taken with respect to certain securities, Funds or Investment Managers. In some instances, the actions taken by affiliates with respect to similar services and programs will 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.

Certain of our affiliates may have investment banking or other relationships with certain publicly traded companies; from time to time, these relationships compel us to forego trading in the securities of these companies. In the course of investment banking and other activities, our affiliates acquire confidential or material nonpublic information that prevents us or our affiliates, for a period of time, from purchasing, selling or recommending particular securities for your Account. We and our affiliates are not permitted to divulge or to act upon this information with respect to our advisory or brokerage activities.

Related Managers may provide advisory services with respect to one or more strategies available for your selection. Bank of America is the ultimate parent company of and/or a direct or indirect substantial stockholder in Related Managers. If a Strategy provided by a Related Manager is selected, we and/or a Related Company will retain the entire SPA Fee. For this reason, a conflict of interest exists when our Financial Advisor selects or assists you in the selection of, as applicable, a Related Manager Strategy.

We or our Affiliates may have a position in or enter into "proprietary" transactions in securities purchased or sold for clients, including SPA clients. We or our Affiliates benefit from such securities positions or transactions.

We Address These Conflicts In A Variety Of Ways, Including Through Disclosure In This Brochure, Our Policies That Require Our Financial Advisors To Recommend Investment Advisory Programs, Investment Products And Securities That Are Suitable For Each Client Based Upon Your Investment Objectives, Risk Tolerance And

financial Situation And Needs; And A Variety Of Restrictions, Procedures And Disclosures Designed To Address Actual Or Potential Conflicts Of Interest – Both Those Arising Between And Among Accounts As Well As Between Accounts And Our Business (E.G., Personal Trading Preapprovals, Self-Reporting, Restrictions On Our Personnel Detailed In Our Policies And Procedures And Code Of Ethics).

REVIEW OF ACCOUNTS

We do not review your Account on a periodic or other basis to monitor the trading of the Investment Manager or to confirm that Account transactions of the Investment Manager conform to your investment goals, risk tolerances or other instructions. We provide you with the opportunity to engage in periodic Account reviews in which your Financial Advisor reviews your Account's progress toward goals. Because these reviews provide you with important and necessary information relating to your Account, you are strongly encouraged to take advantage of these opportunities to participate in these Account reviews. If you do not participate in your Account review, we may, in our discretion, terminate your Account.

In addition, on a periodic basis, you are instructed, in writing, to provide us with current information regarding your Account. This would include changes in your financial situation or investment objectives, or if you would like to impose any reasonable restrictions or reasonably modify any existing restrictions. If the changes provided are material in nature, a review of your Account may be in order. As described in the section "Reasonable Investment Restrictions", you may impose reasonable investment restrictions on your Account or modify any existing restrictions, but you must communicate such restrictions directly to your Investment Manager. You should understand that your Investment Manager, not Merrill, will be responsible for complying with your restrictions, if any, and we and your Financial Advisor shall not be responsible for implementing or monitoring your restrictions.

CLIENT REPORTS

PERFORMANCE REPORTS

As discussed above, we assist you in monitoring and evaluating the performance of your investment accounts by providing periodic performance reports containing returns and other statistical performance analyses.

CLIENT STATEMENTS

When we act as custodian, you will receive an account statement in any month in which there is trading or other activity (or in any event quarterly). If you use a custodian other than us, your custodian or trust company must provide periodic custodial or trust reports and settlement instructions to us (or our designee). We are not responsible for the accuracy of these statements and will rely upon the data and other information presented therein or in other reports provided to us by your custodian to prepare performance reports for you. You may also receive reports directly from your selected Investment Manager.

As you direct in the Client Agreement or other writing, you may elect not to receive confirmation of transactions for your Account(s) on a trade-by-trade basis, except as required by rule or regulation, and, in lieu thereof, receive a periodic statement that will be furnished to you not less frequently than quarterly and that will contain the same information that would be included in the trade-by-trade confirmation for each transaction. Your election to receive periodic statements in lieu of trade-by-trade confirmations is entirely optional and:

- Will not affect the calculation of or amount of your SPA Fees;
- Is not a condition to entering into or continuing participation in SPA; and

- You may rescind your election at any time by written notice to us with respect to your Account.

We will send confirmations for transactions effected in your Account (or information contained therein) to you and your Investment Manager, as applicable.

You may request, and we will provide to you at no additional cost, an interim update and further details concerning any transaction effected between periodic statements either by calling your Financial Advisor or, where you are enrolled in MyMerrill, by checking your account on MyMerrill. If you elect to receive periodic statements in lieu of trade-by-trade confirmations, you may later choose to receive, and we will provide to you at no additional cost, any confirmations for transactions effected for up to a one-year period preceding your last periodic statement and trade-by-trade confirmations for all subsequent transactions.

CLIENT REFERRALS AND OTHER COMPENSATION

COMPENSATION FOR CLIENT REFERRALS

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

We have entered into solicitation arrangements with certain third-party entities to refer prospective clients to us ("Solicitors"). Generally, the fees paid to Solicitors will be paid from investment advisory fees received and retained by us relating to your Account. This fee will generally be a percentage of the investment advisory fee ordinarily credited to your Financial Advisor for the applicable account. We will pay this fee to the Solicitor from the date you establish an account in the applicable program for as long as your account remains enrolled in SPA and the agreement between us and the Solicitor is effective. If we terminate the agreement with the Solicitor for certain reasons, we may continue to pay the Solicitor for a period of time after termination. We will not increase the fees you pay as a result of our payments to the Solicitor. The fees we charge will not be higher than our usual fees because of the payments to the Solicitor.

In addition to where CIO of BANA is an investment manager for SPA Accounts, our employees may refer advisory clients to BANA and other affiliates for products and services. Similarly, employees of BANA and its affiliates may refer clients to us for brokerage or advisory services. These referrals may involve the payment of referral fees between Merrill and BANA or its affiliates.

FINANCIAL INFORMATION

Not applicable.

ADDITIONAL INFORMATION

Certain entity clients may be considered a "covered fund" under the "Super 23A" provision of the Volcker Rule that is part of 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 Client 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.

GLOSSARY

"Account" or "SPA Account" means each of the securities accounts to which the Client Agreement applies.

"ADR" means American Depositary Receipt, which is a receipt for shares of a foreign company held by a U.S. financial institution that entitles clients to rights and obligations of the underlying shares, including dividends and capital gains and losses.

"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.

"Affiliated Custodian" means an Affiliate of Merrill that provides custodial services.

"AIPS" means the Merrill Automated Investment Program.

"BANA" means Bank of America, N.A.

"Bank of America" means Bank of America Corporation.

"Brochure" means the Merrill wrap fee program brochure relating to SPA, as amended or updated from time to time.

"Capital Asset Pricing Model" means a pricing model that incorporates investors' need for compensation through the use of time value of money and risk parameters.

"Cash Sweep Program" means the program associated with your securities account whereby cash balances in your Account are automatically swept into a cash sweep vehicle in accordance with the terms of the program for your Account.

"CIO" means the Merrill Chief Investment Office. For certain Strategies, "CIO" refers to BANA, as described in the Profiles of those Strategies.

"Client Agreement" means the agreement relating to SPA between the client and Merrill, as it may be amended from time to time.

"CDSC" means contingent deferred sales charge.

"Code of Ethics" means the Merrill Investment Adviser Code of Ethics.

"Coverage List" means the SPA Current Coverage List of Investment Manager Strategies from which clients may select.

"ETF" means an exchange-traded fund.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Plan" means a plan subject to the fiduciary responsibility provisions of ERISA or any other entity deemed to hold assets of such a plan, including SIMPLE, SEP and other IRAs subject to ERISA's fiduciary responsibility provisions.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Financial Advisor" means the client's Merrill Financial Advisor(s).

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Funds" means registered and unregistered investment companies, including mutual funds, closed-end funds, ETFs and hedge funds, real estate investment trusts and other pooled investment vehicles..

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

“Investment Manager” means an investment adviser that is registered with the SEC or one or more state regulatory authorities, or which is exempt from the registration requirement. “Investment Manager” includes a Related Manager.

“IPR” means the Institutional Performance Report.

“Legacy Elective Services” means the Investment Policy Service, the Strategic Allocation Modeling Service, and Institutional Performance Reporting. These services are no longer available for new clients enrolling into SPA.

“Merrill”, “MLPF&S”, “us,” “we,” or “our” means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

“ML IAP” means Merrill Lynch Investment Advisory Program.

“Monte Carlo Simulations” means a technique used to approximate the probability of certain investment outcomes, by running multiple trial runs or simulations, using random variables such as risk tolerance, rate of return objectives, or withdrawals.

“NYSE” means the New York Stock Exchange LLC.

“Policy Statement” means a written policy statement that the Merrill Investment Policy Service assists clients in creating, which is designed to document both the client’s investment goals and objectives for an Account as well as certain policies governing the investment of assets.

“Profiling Questionnaire” means a questionnaire that SPA clients complete as part of the enrollment process into SPA that elicits information about their financial circumstances, investment objectives, risk tolerance and other relevant information relating to their Account.

“Program” means the Merrill Lynch Strategic Portfolio Advisor® Service.

“REIT” means a real estate investment trust.

“Related Company” means a company that is an Affiliate of Merrill or in which Merrill or an Affiliate of Merrill has a material ownership interest.

“Related Fund” means a Fund sponsored, managed, or advised by Merrill or a Related Company.

“Related Manager” means an Investment Manager that is a Related Company..

“Retirement Account” means an ERISA Plan, 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.

“Rule 12b-1 fees” means fees paid pursuant to a plan adopted under Rule 12b-1 under the Investment Company Act.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Selling Broker Compensation” means commissions, markups, or markdowns, asset-based or subscription fees, mutual fund sales loads, Rule 12b-1 fees or other remuneration as may be described in the applicable confirmations, prospectuses, subscription agreements, or other offering documents.

“SIPC” means Securities Investor Protection Corporation.

“Solicitors” means third-party entities that Merrill has entered into solicitation arrangements with to refer prospective investment advisory clients to Merrill.

Merrill Lynch Strategic Portfolio Advisor Brochure

“SPA” means the Merrill Lynch Strategic Portfolio Advisor® Service.

“Strategic Allocation Modeling” means the Merrill Strategic Allocation Modeling service.

“Strategy” means one or more investment styles or disciplines or combinations of investment styles and disciplines offered by Investment Managers participating in SPA.

“Unaffiliated Investment Firm” means a bank, broker or dealer other than Merrill or an Affiliate of Merrill.

“Uncovered Investment Manager” means Investment Managers retained by you outside of SPA manager identification services or Investment Manager(s) that are not on the Coverage List or available in the Merrill Lynch Investment Advisory Program. To the extent a Related Manager is on the Coverage List, but is not included in the SPA manager identification services, such Related Manager would not be considered an Uncovered Investment Manager.

“Uncovered Investment Manager Strategies” means Investment Managers retained by you outside of SPA manager identification services or Strategies of Investment Manager(s) that are not on the Coverage List or available in the Merrill Lynch Investment Advisory Program. To the extent a Related Manager is on the Coverage List, but is not included in the SPA manager identification services, such Related Manager would not be considered an Uncovered Investment Manager.

“Unrelated Custodian” means a custodian that is neither Merrill nor its Affiliate.

“Unrelated Fund” means a Fund that is not sponsored or advised by Merrill or a Related Company.

“Unrelated Manager” means an Investment Manager that is not a Related Company.

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