

# Merrill Guided Investing

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## Wrap fee program brochure

Please retain for your records

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

Information about the Program, including a copy of this Brochure, can be accessed at [merrilledge.com/guided-investing](http://merrilledge.com/guided-investing). Additional information about MAA and MLPF&S also is available on the SEC’s website at [adviserinfo.sec.gov/IAPD](http://adviserinfo.sec.gov/IAPD). If you have any questions about the contents of this Brochure, please contact us at 877.444.0916.

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

The investment advisory services described in this Brochure are not insured or otherwise protected by the Federal Deposit Insurance Corporation (“FDIC”) or any other government agency; are not an obligation of any bank or any Affiliate of MAA or MLPF&S; are not endorsed or guaranteed by Bank of America, N.A., MAA, MLPF&S, any bank or any Affiliate of MAA or MLPF&S; and involve investment risk, including possible loss of principal.

March 22, 2021


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

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

Investment products:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank Guaranteed</b>	<b>May Lose Value</b>
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## Item 2. Material Changes

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On March 23, 2020, MLPF&S and MAA each filed its last annual update to its Merrill Guided Investing program brochure (“Brochure”). This summary of material changes is designed to make clients aware of information that has changed since the Brochure’s last annual update and that may be important to them. The material changes and other enhancements summarized below were also incorporated within this Brochure.

### **MATERIAL CHANGES TO THE BROCHURE MADE AS PART OF THIS ANNUAL UPDATE**

Below are the material changes made to this Brochure as part of this annual update:

- Changes to the Account Minimum and Strategy Investment Approach. We have updated the Brochure to disclose that, starting on March 22, 2021 the Account investment minimum will be reduced to \$1,000 and, with this change, each Strategy’s investment approach will be revised to incorporate an additional model portfolio designed by CIO for Accounts with lower assets. See Item 4 at “Investment Strategy Services”, Item 5 at “Account Minimum” and Item 6 at “Strategy Construction”.

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

Below are enhanced disclosures we have made about the Program, its Services and other information in the Brochure as part of this annual update:

- Sub-Accounting Services. We have enhanced the disclosures relating to the conflicts of interest that are associated with our Affiliate providing sub-accounting services to funds available at Merrill. See Item 9 at “Compensation, Conflicts of Interest and Material Relationships”.
- Training Events and Meetings and Receipt of Gifts and Entertainment. We have updated the disclosures relating to Third-Party Firm participation in Merrill-sponsored internal training and education conferences and other meetings and the disclosures relating to gifts and entertainment. See Item 9 at “Compensation, Conflicts of Interest and Material Relationships”.
- Provision of Diversified Financial Services. We have enhanced our disclosures to include information relating to our Affiliates’ acquiring equity ownership positions, from time to time, in market centers. See Item 9 at “Compensation, Conflicts of Interest and Material Relationships”.
- Family Wealth Management Vehicles and Volcker Rule. We have updated the Brochure disclosures to provide that, for clients qualifying as “family wealth management vehicles,” we may provide both Program Services and lending services and engage in principal transaction execution, where permitted. See Item 9 at “Participation or Interest in Client Transactions and Conflicts of Interest”.

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### **MATERIAL CHANGES AND ENHANCED DISCLOSURES MADE PRIOR TO THIS ANNUAL UPDATE**

As required by applicable regulations under the Investment Advisers Act of 1940 as amended, set forth below are material changes and enhancements made since the last annual update as part of previous updates.

- **2020 Disciplinary Event**. The following disclosure of an event was added on June 15, 2020 to Item 9 at the section “Disciplinary Information”: “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.
- Disclosure Enhancements. The Brochure was updated on June 15, 2020 to enhance and streamline the presentation of information in the Brochure in Item 9 relating to conflicts of interest between us and you.
- Goal Target and External Assets Capability: On November 23, 2020, the Brochure was updated to provide additional information on the new capability described below and the considerations you should keep in mind if taking advantage of this capability. If you state a Goal Target, you have the ability to link External Assets maintained in eligible accounts with us or our Affiliates to align to your Account’s goal. This is in addition to you being able to enter information about External Assets maintained in accounts at Unaffiliated Investment Firms. Merrill will provide advice and manage your Account based, in part, on information available or provided for the dollar value balance and asset allocation of these External Assets. Aligning External Assets to your Account’s goal with a Goal Target may produce a different Target Asset Allocation recommendation than if they had not been so aligned. Please refer to Item 4 at “Investment Advice Services” in the “Gathering Information About You” and “Recommending a Target Asset Allocation” sections.

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

# Merrill Guided Investing

## Wrap Fee Program Brochure

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### About Us and the Program

Both Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”) and its Affiliate, Managed Account Advisors LLC (“MAA”), offer investment advisory services under the Merrill Guided Investing Program (“Program”) as discussed in this Form ADV Brochure (“Brochure”).

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

When we use the terms “Merrill”, “we”, “our” or “us” in this Brochure, we are generally referring to MLPF&S. In certain aspects of the Program, MLPF&S and MAA perform certain of the Program services jointly and therefore certain of the statements and disclosures referencing “Merrill”, “we”, “our” or “us” also apply to both MLPF&S and MAA. We also indicate where certain services are provided by MAA in its separate capacity. “You” or “your” means each account owner or account holder, or fiduciary acting on behalf of an account owner or account holder (e.g., trustee for a trust or custodian for an UTMA). All capitalized terms are defined in the body of this Brochure and/or the Glossary.

This Brochure describes the advisory services that we provide, the fees you will pay, our role and that of our personnel, our other business activities and financial industry affiliations and the economic and other benefits and arrangements we have that create conflicts of interest in certain situations.

**Our Services as an Investment Adviser and Relationship with You under the Program.** The Program is designed to help you pursue your investment goals by providing you with investment advice, guidance and access to advisory services and investment solutions and other services (“Services”) as described in this Brochure and delivered through the Program’s interactive website at [merrilledge.com/guided-investing](https://merrilledge.com/guided-investing) (the “Program Website”). By accessing the Program Website, you work with our interactive profiling and goal setting process (the “Online Profiling Process”) to establish your goal and objective and select an aligned investment strategy available in the Program and receive the other services outlined in this Brochure.

Generally, the Program is designed for clients who are comfortable with online access and with the investment choice of a limited set of investment strategies complementary to their investment profile. The Program is generally not for clients who have more complex needs, desire access to a larger offering of investment solutions, desire to receive advice from a financial representative about the investment choices or prefer to interact with a dedicated advisor.

Both Merrill and MAA provide services under the Program in their capacity as a registered investment adviser under the Investment

Advisers Act of 1940, as amended (the “Advisers Act”). To obtain the Program services, you will enter into a written investment advisory agreement with us (the “Client Agreement”) that expressly acknowledges our investment advisory relationship with you and describes our obligations to you under the Program.

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”) filed with the SEC and in the “Summary of Programs and Services” document, both available at [merrilledge.com/relationships](https://merrilledge.com/relationships) or upon request from us.

**Under the Program, we are a fiduciary to you.** Merrill and MAA each have certain fiduciary obligations in providing services under the Program. As a fiduciary, we will act in your best interest and will endeavor to ensure that you are informed about and have access to material facts and information relating to the Program Services. The Brochure is a key element in meeting this disclosure obligation.

The fiduciary standards we aim to follow are established under the Advisers Act and, where applicable, state laws. In addition, for Retirement Accounts, we provide Program Services as a “fiduciary” under Section 3(21) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and under the Internal Revenue Code of 1986 (the “Code”). For Retirement Accounts subject to ERISA that are discretionary managed accounts, we provide the relevant Services as an “investment manager” under Section 3(38) of ERISA.

The scope of our investment advisory relationship is defined in the Client Agreement. Termination of your Client Agreement will end that investment advisory fiduciary relationship and will cause your account or accounts to be converted to, and designated as, a brokerage account.

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

- Merrill Guided Investing with Advisor (“MGI with Advisor”), making available, through online access and with the help of a financial representative, certain aligned investment strategies, including certain of those available in this Program, for an annual asset based fee of 0.85%.
- Merrill Edge Advisory Account program (“MEAA”), offering a limited number of investment strategies, including certain of those available in this Program, and access to a financial solutions advisor for an annual asset based fee of 0.85%.
- Merrill Lynch Investment Advisory Program (“MLIAP”), providing investment advice and guidance from a dedicated financial advisor and access to a comprehensive range of investment solutions, including the investment strategies available in this Program, for a customized asset based fee.

You can review a general description of these programs in the Form CRS and in the “Summary of Programs and Services” at [merrilledge.com/relationships](https://merrilledge.com/relationships). These programs provide access to certain investment strategies that are the same as or similar to those offered in the Program but have different services and fees. Please refer to Item 4 at the section “Ability to Obtain Certain Services Separately and for Different Fees.”

### Item 4. Services, Fees and Compensation

#### Description of Services.

The Program is designed to help you pursue your investment goals by providing you with the Program Services through the Program Website. Before investing through the Program, please read the description of our Services and the other information in this Brochure. You may contact us at 877.444.0916 if you have any questions.

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

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

#### Electronic Accessibility Requirement.

The Program provides you with the Services described in this Brochure electronically through use of the Program Website. Through an online experience, you will be asked to provide us with certain information, consider and (if acceptable) select a recommendation from us. You will also be provided with information and periodically contacted about the ongoing management of your Account through the same online experience. You should carefully consider whether your participation in the Program is appropriate for your investment needs and goals. You must log in to the Program Website to access important documents, ensure your information is accurate and up to date and complete periodic reviews.

You can communicate with us through the Program Website or by telephone at 877.444.0916.

You will be required to sign the Client Agreement and other agreements necessary to participate in the Program electronically. These agreements and other disclosures and notices will be delivered to you in electronic format only, by posting the information on the Program Website where you access your Account, through email or other electronic means. We will not send you paper versions of documents as part of the Program unless required by applicable law or in our sole discretion.

In order to access the Program Website, you will be required to establish or link your online credentials ("User ID"). You are solely responsible for user activity that occurs in your Account and the information provided to us through the Program Website. You are also responsible for maintaining the security and confidentiality of your Account access information. You must notify us immediately if you believe your Account has been accessed in an unauthorized manner or the security and confidentiality of your access information have been compromised.

For accounts with more than one owner, each additional account owner who wishes to have access to the Program Website will need to create their own User ID and password. While each additional owner is not required to create a User ID to enroll in the Program, if you elect not to create a User ID, only the account owner who originally enrolled the account into the Program will have access to the Program Website.

You will have access to Program documents, notices and disclosures by logging on to the Program Website. You will also be notified via the email address you provided to us when documents are available for viewing in the "Statements and Documents" section of the Program Website.

You must provide us with a valid email address as a requirement to enroll in the Program. You are required to immediately notify us of any changes to your email address by updating your information via the Program Website or by calling us at 877.444.0916.

Failure to provide accurate contact information could result in termination from the Program. If we are notified that the email address you provided is invalid, we will attempt to contact you by other means to request a valid email address. If you do not provide a valid email address, your enrollment in the Program may be terminated. In addition, if, at any time while you are enrolled in the Program, you do not have access to a device with the necessary hardware and software or are unwilling to sign electronically or to accept electronic delivery of all Program documents and communications, you will not be able to continue to be enrolled in the Program and you should contact us at the number above to understand your options.

For additional details related to electronic communications, please refer to the eCommunications Disclosure in the enrollment documents for the Account available on the Program Website.

#### Investment Advice Services.

**Establishing Your Account.** The Program Website will help you establish an Account for the assets that you identify. The Program Website contains an Online Profiling Process that will help you establish a goal and select a recommended target asset allocation and investment strategy described below for your Account. Through this process, you will be asked to provide us with certain information about your objectives and goals for your Account. Each Account will be tied to a single goal.

As part of establishing the Account we will recommend an allocation of your assets across one or more asset classes ("Target Asset Allocation") for each of your goals and an investment strategy (each, a "Strategy" and collectively, the "Strategies") designed to align to that Target Asset Allocation and the specific needs of your Account.

Once your Account is established, we will monitor the assets in your Account for alignment with the Strategy's allocation as part of our advice and guidance. If appropriate, we will make recommendations regarding changes to your Account, including changes to the Strategy you selected.

**Gathering Information About You.** Through the Program Website, we request certain information and ask questions to



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gather information about you, including important financial and personal information that will be used as the basis for our investment recommendations.

It is your responsibility to ensure that the information you provide to us is complete and accurate. When you provide accurate and complete information, we will be better able to make suitable recommendations for your Account assets. It is also your responsibility to notify us if any information you have provided to us about you is inaccurate or becomes inaccurate. If there are multiple owners on this Account, the information you provide should reflect the views and circumstances of all owners on the Account. If you are the fiduciary of this Account for the benefit of the account owner or account holder (e.g., the trustee for a trust or custodian for an UTMA), please keep in mind that these assets will be invested for the benefit of the such account owner or account holder.

If you feel any of the questions are unclear or you do not understand why the information is being sought, please contact us at 877.444.0916. Be careful when inputting your answers or information. If you enter inaccurate information, the resulting recommendation might not be right for you.

The Program incorporates only the financial information you provide, and our investment recommendations are limited to and based only on certain information you provide through the Program Website. We will not independently verify the information you provide through the Program Website and we will not consider other information obtained in connection with another account or relationship with Merrill or its Affiliates other than as described in this Brochure and the Client Agreement. If you believe there is additional financial information that should be considered to inform the investment recommendations made through the Program, please contact us at 877.444.0916.

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

You also have the option, at your election, through the Online Profiling Process or the Program Website, to state a target goal dollar amount (the "Goal Target") for the goal aligned with your Account. If you provide a Goal Target, this information will be used in addition to your other information (such as your risk tolerance and time horizon) to recommend the Target Asset Allocation and the aligned Strategy. Depending on the amount of the Goal Target, the recommended Target Asset Allocation and Strategy may be different than the one recommended when no Goal Target is provided.

The identification of a Goal Target does not constitute a guarantee by us of the future value of the Account or any specific

level of performance or rate of return for the Account or any Target Asset Allocation or Strategy that we recommend or undertake on your behalf. There is no guarantee that you will achieve your Goal Target.

The recommendations provided for each Account are intended to align and are limited to the specific investment goal for that Account. Additional investment goals will require that you set up additional Accounts.

If stating a Goal Target, you have the option to align certain other assets not held in your Account ("External Assets") to your Goal Target for the Account. You can link External Assets maintained in accounts with us or our Affiliates that we determine to be eligible in our sole discretion ("Linked accounts"). You can also enter information about External Assets maintained in accounts at Unaffiliated Investment Firms ("External accounts"). Not all accounts with External Assets are appropriate for you to align to your Goal Target for the Account. Please see the [Program Website](#) for additional information.

If you choose to align External Assets to an Account's Goal Target, Merrill will provide advice and manage your Account based, in part, on information available or provided for the dollar value balance and asset allocation of these External Assets. Aligning External Assets to your Account's goal and Goal Target may produce a different Target Asset Allocation recommendation than if they had not been so aligned. We are not an investment adviser with respect to External Assets and do not advise you on External Assets.

For Linked accounts, we will periodically review the dollar value balance and asset allocation. For External accounts, it is your responsibility to keep the External Asset information you align to a Goal Target updated. It is important for you initially and on an ongoing basis to update the dollar value balance and to classify the External Assets into the appropriate asset class. If the External Asset information is not accurate and complete, the recommended Target Asset Allocation and Strategy for your Account will be affected. In certain circumstances, you will be contacted to consider how changes to External Asset information might impact the Strategy for your Account.

**Recommending a Target Asset Allocation.** In general, the Target Asset Allocation categories, which have associated asset class ranges, are:

- Conservative
- Moderately Conservative
- Moderate
- Moderately Aggressive
- Aggressive

A description of each of these categories is in the Glossary under the term "Target Asset Allocation."

We will use your Target Asset Allocation, along with certain other information provided by you through the Online Profiling Process, to assist in recommending a Strategy for your Account. We make available in the Program a select set of Strategies that are managed by us that consist of diversified portfolios of exchange-traded funds ("ETFs"), mutual funds and a cash allocation that are designed to meet a particular Target Asset Allocation.

Any changes to your risk tolerance or time horizon or, if applicable,

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Goal Target and any aligned External Assets, may lead to a different recommended Target Asset Allocation and therefore potential changes to the Strategy recommended for your Account. It is your responsibility to ensure that the information you provide to us through the Online Profiling Process is complete and accurate so that we will be better able to make appropriate recommendations for you and your Account assets.

The associated allocation ranges and our method of monitoring activity may change from time to time and without prior notice to you. Our more conservative Target Asset Allocations typically recommend a greater percentage of your assets be allocated to fixed-income and cash asset classes, rather than to the equity asset class. Our more aggressive Target Asset Allocations typically recommend a greater percentage of your assets be allocated to the equity asset class, rather than to fixed-income and cash asset classes. You should consider carefully the recommended Target Asset Allocation for your Account.

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

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

As part of the Program, we provide you with the ability to track your progress to your Goal Target, if desired. No representation is made that the Strategy will achieve the Goal Target and the actual returns for your Account could be significantly higher or lower than the Goal Target. For the purposes of these projections, any External Assets in Linked accounts will have the asset allocation determined by us based upon our asset class designation of the Linked account holdings. External Assets in External accounts will have the asset allocation provided by you through the Program Website and, if you do not provide this information, we will assume these External Assets have the same asset allocation as the Target Asset Allocation for your Account.

You should consider these limitations carefully as you review the projections and illustrations for progress to your Goal Target and you should not rely on that information when making an investment decision. For more information about how the

projections are calculated, how the information (including information about External Assets) you provide is used, the assumptions used and limitations of the projections, please consult the "[Goal Target Funding Status Analysis](#)" document available on the Program Website.

### Investment Strategy Services.

**Selecting a Strategy.** After recommending a Target Asset Allocation for your Account, we, through the Online Profiling Process will recommend to you one or more Strategies available in the Program. Our advice is based on the information you have provided to us for that Account and is limited by the stated and agreed-upon:

- Size of your investment
- Account Target Asset Allocation.
- Account Strategy.
- Other applicable factors such as the type of Account you establish.
- Account investment restrictions, if any, that are accepted as provided in the section "Account Features — Reasonable Investment Restrictions" below.

The Strategies available in the Program are model portfolios of securities managed by MLPF&S, as an investment manager through its Chief Investment Office (the "CIO") to achieve one or more investment styles or disciplines. The Strategies range from "Conservative" to "Aggressive" and include asset allocations to the asset classes of equity, fixed income and cash.

The Strategies consist primarily of ETFs and a cash asset class allocation but can include mutual funds. The ETFs and mutual funds that are included in a Strategy are referred to as "constituent Funds." The CIO chooses the constituent Funds for the equity and fixed income asset class exposures and determines the overall asset class allocations of a Strategy to balance the goals of achieving current income and growth. The CIO also selects securities holdings that can be converted to cash without experiencing a significant loss due to the lack of a ready market or incurring significant costs or penalties. For exposure to the cash asset class, the CIO determines whether to hold cash as a cash balance (which is then swept in accordance with the Account's cash sweep program) and/or to invest in money market funds. In certain circumstances, including periods of volatile or uncertain market conditions, the CIO may determine that the allocation to the cash asset class comprise all or a substantial portion of a particular Strategy's model portfolio for defensive purposes. Some portion of your Account assets will be held as cash for operational considerations. For more information, see "Funding and Operation of Accounts — Cash Balances and the Cash Sweep Feature." As described in more detail below in the section "Program Fee," your cash in all Accounts will be subject to the Program Fee.

Each Strategy's investment approach incorporates two model portfolios from the CIO designed to support Accounts at different asset levels. Each Strategy's model portfolios are designed to align to the relevant Target Asset Allocation and provide similar diverse market exposure. Accounts with higher asset values (generally starting at \$5,000 or as otherwise reflected in the applicable Strategy Profile) are allocated among a range of constituent Funds and a cash allocation using CIO's tactical asset allocation model

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portfolio (“Tactical Asset Allocation”) for a Strategy. Accounts with lower asset values are allocated among generally a smaller range of constituent Funds and a cash allocation using CIO’s strategic asset allocation model portfolio (“Strategic Asset Allocation”) for a Strategy. In our discretion, we rebalance an Account to transition between the Strategy’s two model portfolios as its asset value changes over time.

We will provide you access through the Program Website to important information about each Strategy through a document known as a “Profile.” The Profile will describe the relevant objectives, styles and risks of the particular Strategy. Any change from one Strategy to another Strategy will require your consent, because you retain authority to select and implement any changes between Strategies. However, as we describe in detail below in the sections “Investment and Trading Authority” and “MAA’s Role,” we will have full trading authority to implement the Strategy selected, including rebalancing to transition an Account between the Strategy’s two model portfolios as the Account’s asset value changes over time.

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

Before selecting a recommended Strategy, you should read the detailed description provided in the Profile for the recommended Strategy through the Program Website. If you have any questions, please contact us at 877.444.0916.

**Investment and Trading Authority.** Pursuant to an agreement between MLPF&S and MAA, MLPF&S provides advisory services through the Program, in part, by furnishing investment recommendations and guidelines to MAA for a Strategy based on one or more model portfolios in accordance with the applicable Profile. All Strategies developed by MLPF&S will be implemented by MAA with full investment and trading discretion. MAA will generally implement the CIO’s recommendations for a Strategy without change, subject to your Reasonable Investment Restrictions, cash commitments and other considerations. MAA may determine, in its sole discretion, in light of operational or investment considerations, to deviate from a model portfolio on a limited basis (*i.e.*, to select another security or increase the cash allocation within a model portfolio).

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

**MAA’s Role.** In addition to that described above, MAA has the authority to make certain investment and trading decisions

including:

- Implementing the CIO’s investment recommendations for the Strategy’s model portfolios.
- Rebalancing an Account to align with the Tactical Asset Allocation or Strategic Asset Allocation model for a Strategy, as applicable, due to a change in the value of the Account.
- Investing the initial and any subsequent cash and securities deposited in the Account.
- Processing all contributions, withdrawal requests and Account terminations.
- Periodically reviewing the Account for rebalancing as described below in the “Rebalancing Your Account” section of this Brochure.
- Implementing your Reasonable Investment Restrictions, if any, in your Account as described in the section “Reasonable Investment Restrictions.”
- Implementing your tax-selling instructions, if any.

In connection with certain of these activities, MAA may utilize the services of its Affiliates, in its discretion and subject to legal requirements, for investment and administrative support.

**Rebalancing Your Account.** MAA actively manages your Account’s investments and may rebalance these investments to the Strategy’s allocations at any time in its sole discretion, including rebalancing to align with the Strategy’s Tactical Asset Allocation or Strategic Asset Allocation model, as applicable, due to a change in the value of the Account. MAA monitors your Account daily for contributions or withdrawals of assets and rebalances your Account when it deems it appropriate.

The frequency and parameters MAA uses to rebalance your Account in a selected Strategy may change at any time and may be different from the parameters used in other types of investment strategies or investment advisory programs sponsored by Merrill. In our discretion, MAA may determine to delay certain rebalancing transactions. Delays in the processing of any rebalancing may be caused by market conditions, illiquid securities, as well as the availability of Funds and other factors. In general, MAA reserves the right not to rebalance your Account if we believe it is not in your best interest to implement the rebalancing of your Account to the Strategy’s allocations.

**Available Strategies.** We will determine the manner and extent to which Strategies are made available to clients through the Program, including when a Strategy may change or no longer be offered. Occasionally, we may decide to discontinue offering or to replace certain Strategies. As a general matter, we make these decisions based on a variety of factors, including client needs, available investment styles, platform capacity, client demand and the outcome of due diligence and evaluation reviews including with the assistance of the CIO. Merrill also has the authority to select the constituent Funds in the Strategies and to change constituent Funds without notice to you.

We generally will provide you with prior notice before any discontinuation, closing or replacement event respecting a particular Strategy but depending on circumstances and our view of the nature of the event, in limited circumstances, we may provide you with



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notice after we have already taken action. This flexibility to act quickly helps enable us to take action where we believe the replacement and its timing are in clients' best interest.

If we determine to replace the Strategy with another Strategy, we will endeavor to replace it with one that has a similar investment objective to the Strategy being replaced. This replacement Strategy may be subject to higher constituent Fund expenses than you had been paying.

If you do not agree with the recommended replacement Strategy, you can terminate your participation in the Program. Otherwise, your continued participation in the Program after the termination of the Strategy will be considered to be your consent to the replacement Strategy. If your Account is not eligible for the replacement Strategy, we may terminate your Account.

**Fund Prospectus Delivery.** In light of the discretionary authority you have granted to us in connection with managing your Account, upon an eligible Fund being purchased for your Account, we are authorized to receive the Fund prospectus in lieu of it being automatically delivered to you. If you would like a copy of the Fund prospectus, you may obtain one, free of charge, by contacting us at 877.444.0916 or via the Program Website.

**Reasonable Investment Restrictions.** In the Program, you may request that we impose certain investment restrictions on the activity in your Account relating to the purchase of specific constituent Funds. For a restriction to be acceptable under the Program, it must first be determined to be "reasonable" by us (a "Reasonable Investment Restriction"). Investment restrictions or any other limitations provided by you will not apply to the securities or other interests held in the portfolio of any constituent Fund in your Account, even if a constituent Fund provides public disclosure of the holdings within its portfolio.

We will determine whether a restriction request is reasonable and how to allocate investments based on an accepted Reasonable Investment Restriction. We will allocate the assets that would have been invested in the particular constituent Fund included in the Strategy impacted by the Reasonable Investment Restriction in the following ways: (1) pro-rata across other Strategy investments held in the Account; (2) by using one or more replacement securities, which could include ETFs; and/or (3) by remaining uninvested in cash.

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

If you elect to impose Reasonable Investment Restrictions, you accept any effect such restrictions may have on the investment performance and diversification of your Account. The performance of Accounts with Reasonable Investment Restrictions will differ from, and may be lower than, the

performance of Accounts without such restrictions. In addition, your decision to impose a Reasonable Investment Restriction will alter the allocation of any Strategy or result in a replacement security that, in turn, may result in exposure to additional (and potentially unforeseeable) risks that are inconsistent with the objective of the Strategy.

If accepted, a Reasonable Investment Restriction will be included in Program communications and is available on the Program Website. The Reasonable investment Restriction will be applied to your Account until such restriction is changed or withdrawn by you or we determine that it is no longer a Reasonable Investment Restriction. You may request to have different investment restrictions applied to each of your Accounts.

### **Program Guidelines.**

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

On a periodic basis, we will monitor the assets in the Account for alignment with the applicable Target Asset Allocation within certain parameters. Because your Account's Target Asset Allocation is based on your Account risk tolerance, your Account time horizon and, if applicable, a Goal Target and any aligned External Assets, you will have to make a new Strategy selection for your Account if these factors change and the change results in a different recommended Target Asset Allocation.

In addition, keep in mind that the time horizon for your Account will change (become smaller) as time passes, and the Target Asset Allocation will change over time (except if your Account already has a recommended Target Asset Allocation of Conservative). If, as a result of the passage of time, your Account's recommended Target Asset Allocation changes, you will be presented with a new recommended Strategy for selection. With the selection of a new Strategy, certain securities held in your Account will be sold that may result in taxable gains or losses or fees or charges (if applicable) for your Account. If there is a prolonged misalignment, we will ask you to take action in order to remain in the Program, including updating your risk tolerance or time horizon, so that the Account meets the Program guidelines.

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

*Our supervision and monitoring does not substitute for your own*

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continued review of your assets and the performance of your investments. You are responsible for reviewing the Program communications, including performance reports, trade confirmations and account statements that we send to you via the Program Website. If you identify any discrepancies or inaccurate information, you should promptly let us know by contacting us at 877.444.0916.

### **Brokerage and Custody Services.**

You are required to maintain a securities (brokerage) account with Merrill through Merrill Edge Self-Directed Investing. The Program Fee you pay for investment advisory services also generally covers the custody of your assets and the execution of transactions in the Program (except as otherwise indicated). Certain brokerage, banking or other features of your securities (brokerage) account will not be available to you for your Account while enrolled in the Program.

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

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

We may, but are not required to, aggregate orders for the sale or purchase of securities for your Account with orders for the same security for our other clients, proprietary accounts or the accounts of our employees and/or Related Companies, 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 shares of any fees. To the extent the CIO provides similar investment recommendations for a particular Strategy to MAA for implementation, MAA's ability to implement those recommendations may be affected by the liquidity of the security, market volatility, and any price limits that may be imposed by Merrill. This may in turn have a negative impact on the performance of a Strategy.

We seek to effect transactions correctly, promptly and in the best interests of clients. In the event an error occurs in our handling of client transactions, we seek to identify and correct it as promptly as possible without disadvantaging you. Depending on the circumstances, corrective actions may include canceling a trade, adjusting an allocation, and/or reimbursing you. In general, in instances where we are responsible for effecting the transaction,

we may reimburse you for any losses directly resulting from trade errors, credit to you any profits directly resulting from such trade errors that are corrected after the settlement of the transaction or retain for ourselves any profits directly resulting from such trade errors that are corrected prior to the settlement of the transaction.

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

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

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

Any assets held in the Program in Retirement Accounts must be and remain free from any lien, charge or other encumbrance. Any assets held in the Program in Accounts other than Retirement Accounts must be and remain free from any lien, charge or other encumbrance (other than a lien, charge or other encumbrance in favor of us or our Affiliates), unless we agree otherwise. You must notify us in writing prior to effecting loans secured by securities in the Program (including loans by our Affiliates) (commonly referred to as "collateralizing"). We will not provide advice on or oversee any of your collateral arrangements. Unless we otherwise agree, in the event of any conflict between the terms of the 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 Accounts should be held as collateral to

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secure your loan. There are adverse effects of collateralizing Accounts, including, but not limited to, the fact that the lending institution may require additional collateral or liquidation of securities to meet a call, as well as the related tax consequences. You must promptly notify us of any default or similar event under your collateral arrangements as defined in the respective collateral agreements.

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

### Account Features.

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

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

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

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

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

Certain of our materials, including this Brochure, are accessible to clients as required under the Americans with Disabilities Act ("ADA"). Certain of the Program materials, including your Program Report, will be provided to you in an ADA compliant format upon your request by contacting 877.444.0916.

### Program Fee.

**Program Fee Rate.** You agree to pay to us an annual asset-based fee (the "Program Fee") at the rate of **0.45%** (the "Program Fee Rate") based on the asset value of the Account for the Services provided in the Program under the Client Agreement. The Program Fee Rate is nonnegotiable and payable monthly in advance. The Program Fee is subject to change from time to time, upon notice to you. Your continued use of our Services will constitute your agreement to any such change.

Upon your request, and at no charge, you may contact us by telephone at 877.444.0916 to request information regarding your Program Fee and its calculation. Please see the section "Fees and Expenses Not Covered by the Program Fee" for a list of other fees and expenses that you may be charged and that are not included in the Program Fee.

You may be eligible for benefits such as Program Fee discounts, rebates or credits under certain promotional programs ("Bank programs") that BANA offers from time to time for its banking product clients who also use the products or services of its Affiliates, including Merrill. In general, you must be a banking client of BANA, elect to participate in these Bank programs, and meet certain eligibility criteria of the Bank programs in order to receive the benefits available to clients of Merrill under these Bank programs. For additional information on these Bank programs, please contact us at 877.444.0916 or visit the Program Website.

**Calculation and Payment of the Program Fee.** The Program Fee is payable monthly in advance and generally will be calculated based on the value of the assets in your Account as of the last business day of the prior month. Merrill will use a variety of pricing sources in calculating the value of the assets in your Account, including Affiliates. In certain instances and in our sole discretion, we may waive or reduce your Account's Program Fee for a particular month.

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

After the initial Program Fee, the *monthly Program Fee* is typically charged to your Account during the first week of the current calendar month. The Program Fee will be calculated and paid to Merrill based on: (1) the value of the assets in your Account as of the last business day of the previous calendar month; and (2) one-twelfth of the annual Program Fee Rate applicable to such value.

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If you or we terminate your Account, we will refund to you a pro rata portion of the Program Fee based on the number of calendar days remaining in the month. The refund, if any, will be applied to your Account typically during the week following Account termination. See the section “Closing an Account and/or Terminating the Client Agreement” for further information.

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

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

**Services Covered by the Program Fee.** The primary purpose of the Program is to provide you with ongoing fiduciary investment advice and guidance under the terms of the Program. The Program Fee you pay covers the Program’s Services, including investment advice and guidance under the Program, as well as brokerage and custodial services relating to your Account. Certain services that are normally available in certain types of brokerage accounts will not be available to your Account enrolled in the Program, including margin lending, check writing, Visa cards and client order entry.

*The full amount of the Program Fee payable under the Client Agreement will be charged in accordance with the terms of this*

*Agreement, regardless of the amount of transactions effected in your Account.*

**Fees and Expenses Not Covered by the Program Fee.** The Program Fee does not cover:

- Dealer spreads as part of a mark-up or mark-down, or other transaction charges with respect to any principal transaction effected by us or our Affiliates or with respect to any transaction we execute with an Unaffiliated Investment Firm acting as a dealer.
- Underwriting fees or selling concessions or other transaction charges with respect to any new issue transaction we or our Affiliate may receive.
- If applicable, commissions, markups or markdowns in connection with principal transactions effected for your Account.
- Transfer taxes.
- Mutual fund redemption and other fees as described in more detail below.
- Exchange, alternative trading system fees, required SEC fees or similar fees charged by third parties, including issuers.
- Electronic fund, wire and other Account transfer fees.
- The internal fees and expenses of the constituent Funds or constituent Fund managers.
- Any other charges imposed by law or otherwise agreed to with regard to the Account (including those charges payable to Merrill and/or third parties as described in the Brochure).

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

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

**Assets on which the Program Fee is Charged.** *Except as noted, you will be charged the Program Fee on all assets in your Account, including cash.* Generally, all Account values used to determine the Program Fee are based on the value of the assets in your Account,



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as determined by MLPF&S. In calculating such Account values, we will use a variety of pricing sources, including our Affiliates.

**Cash Assets.** The Program Fee will be applied to any cash and any cash alternatives held within your Account. This includes (1) money market funds and other cash alternatives held as part of the Strategy; (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 (“Cash Sweep Program”); and (3) cash in your Account due to your having chosen the “no sweep option” as provided for in the Merrill brokerage account agreement. You may experience negative performance on the Strategy’s cash asset class allocation for your Account if the Program Fee charged on your cash and/or cash alternatives is higher than the return you receive on any cash swept to a cash sweep vehicle and on any cash alternatives.

The Program 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 Feature in item 4 and “Participation or Interest in Client Transactions and Conflicts of Interest—Cash Balances and Cash Sweep Program” in Item 9.

### **Ability to Obtain Certain Services Separately and for Different Fees.**

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

You may also be able to obtain the same or similar Services, investment solutions, or types of investments through other programs or services (in either other investment advisory programs or in brokerage) offered by Merrill. These may be available at a lower or higher fee than the fees charged for the Program. You may also be able to obtain some or all of these types of services from other firms, and if they are available, the fees associated with them may be lower or higher than the fees we charge.

More broadly, when you compare the services, investment solutions, account types and programs and their relative costs, you should consider various factors, including the following:

- Your preference for an investment advisory or brokerage relationship.
- Your preference for a discretionary or a nondiscretionary relationship.
- Your preference for a fee-based or commission-based relationship.
- Your preference for an online-only relationship compared to having access to a financial advisor.

- The types of investment vehicles and solutions that are available in each Merrill program or service.
- Whether a particular investment solution offered in one service is available through another Merrill program or service at a lower or higher cost.
- 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.

We offer other investment advisory programs, including MGI with Advisor, MEAA and MLIAP. With MGI with Advisor and MEAA, you may access certain of the Strategies available in the Program for a fee that is greater than the Program Fee and obtain access to a broader range of investment solutions and access to a financial representative for advice and guidance as to those investment solutions. In the case of MLIAP, depending on the MLIAP fee agreed to with a Merrill financial advisor chosen by you, the Strategies, as well as other managed strategies that are similar to those available in the Program, could be available at a higher or lower cost than is charged in this Program. The services that are available to you from these other investment advisory programs are different from the Services you receive through the Program in a number of important respects, including the range of strategies and solutions and nature of the involvement of a Merrill advisor.

We have provided you with materials that help to explain the various platforms and programs we offer, including the Form CRS and the “Summary of Programs and Services” available at [merrilledge.com/relationships](http://merrilledge.com/relationships). These documents are available on the Program Website.

### **Funding and Operation of Accounts.**

**Establishing an Account.** By signing the Client Agreement, you can open an Account and enroll in the Program electronically. You may need to sign a separate agreement if you want to open an account, including in any other capacity, such as a trustee of a trust, as a custodian of an account for a minor or as a joint account owner.

The effective date of the Client Agreement for your Account will be the date of its acceptance by us and will be indicated in the Program Report, also known as a Portfolio Summary, for the Account. The Client Agreement will not apply to any accounts not reflected in the Program Report. As discussed above, you must provide us with a valid email address to enroll in the Program. Our advisory relationship begins upon the effective date of the Client Agreement with you. Any preliminary discussions or recommendations provided to you before we accept the Client Agreement do not constitute investment advice under the Advisers Act and should not be relied on as fiduciary investment advice.

**Funding Your Account.** You may fund your Account by depositing cash and/or securities acceptable to us. We may determine in our sole discretion that any contributed investments are not eligible for the Program or otherwise unacceptable. Failure to comply with the

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request to transfer such assets out of an Account enrolled in the Program may result in that Account's termination from the Program.

If we determine in our sole discretion that any contributed investments are not eligible or are unacceptable by your execution of the Client Agreement, you are authorizing us to sell those investments promptly and to charge a commission for the sale of these investments. We may also execute a principal trade for the sale and may retain the compensation from the transaction to the extent permitted by law.

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

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

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

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

If you contribute or hold mutual fund shares that we deem to be ineligible for the Program, we will either sell them and purchase the share class eligible for the Program if consistent with the Strategy model or we will exchange them, under the authority provided to us under the Client Agreement, mutual fund prospectus rules and our own policies, into the Program-eligible share class as promptly as practicable if consistent with the Strategy model. We may also require you to remove them from the Account.

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

In addition, from time to time, a constituent Fund may authorize us to make available to clients participating in the Program a class of shares with a lower fee structure that we believe is more beneficial to you than the class of shares previously made available in the Program. Where such exchange is available, under the authority provided to us in the Client Agreement, we will effectuate an exchange to the other class of shares of the same mutual fund with the lower fee structure as promptly as practicable upon becoming aware of such availability.

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

For withdrawal requests, the liquidation of certain securities will typically be required. Withdrawal requests will be implemented as promptly as practicable, although implementation of the withdrawal may be delayed in certain instances, such as during periods of extreme market volatility. The following will apply to our handling of a withdrawal request:

- You can make a request to withdraw your assets via the Program Website or by calling us at 877.444.0916. If you have questions or would like information relating to a withdrawal request, you can also call us at this number.
- We require at least **five** business days' prior notice to withdraw assets from your Account. For certain Strategies and/or securities and in certain situations, it may take longer than five (5) business days before you can access your requested funds. Our ability to liquidate may be impacted by market conditions and events or pending rebalancing actions being taken for the Strategies.
- Withdrawal requests will be handled as promptly as practicable given other activities that may be occurring at the same time in an Account, like changes to a Strategy, any rebalancing transactions in process and other activity affecting the Account.
- Funds must be withdrawn from the Account by you as soon as practicable after settlement date and if the requested funds are not withdrawn from the Account within fifteen calendar days after the settlement date, the funds may be subject to reinvestment into the relevant Strategy without notifying you.
- We reserve the right to liquidate, redeem or exchange Funds and other securities that are transferred from an Account to a brokerage account.

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- We reserve the right to terminate the Account if it falls below the required minimum asset size of \$1,000 or as otherwise reflected in the applicable Profile for the Strategy.
- You will continue to pay the Program Fee with respect to the value of your Account investments until the proceeds from any sale or redemption of such securities is settled and the proceeds moved out of the Account.
- Taxable gains and losses may be realized as a result of your withdrawal instructions.

Your Account's trading activity may impact available funds for an Account under margin rules. Please see Item 4 at the section "Brokerage and Custodial Arrangements and Services" for additional information.

**Changing Your Strategy.** You may be presented with a new recommended Strategy in the future to reflect a change to information you provided through the Online Profiling Process such as a change to your financial situation, time horizon, and risk tolerance, or for other reasons. We will implement any approved change to the Strategy that you select as soon as reasonably possible.

**Closing an Account and/or Terminating the Client Agreement.** The Client Agreement may be terminated at any time by either us or you, with written notice to the other parties.

The termination of the Client Agreement will terminate enrollment of the Account in the Program. You can request to terminate your Account's enrollment in the Program either online via the Program Website or by phone at 877.444.0916. Any request to terminate will be confirmed with you via email. If you terminate enrollment of your Account in the Program online, your positions will remain intact in a securities (brokerage) account with Merrill (Merrill Edge Self-Directed Investing).

Termination of your Account will be effective following the completion of processes that may be required to terminate the Account, including any required liquidations. If you would like to liquidate all or part of your positions when terminating your enrollment in the Program, you may do so by calling us at 877.444.0916. We will attempt to process your requests in a prompt manner. If your withdrawal request requires the liquidation of any securities, it may take up to ten (10) business days to process.

Upon termination of an Account or the Client Agreement, a pro rata adjustment to the Program Fee for the remainder of the billing period will be made, which may result in a refund of a portion of the Program Fee monthly payment. In addition, your Account will be converted to, and designated as, a brokerage account that will be subject solely to the Merrill securities brokerage account agreement. Upon termination of the Client Agreement, you (or the legal representative of your estate) will have the sole responsibility for the investment of assets in your securities (brokerage) account at Merrill. In the event of a termination, the Account assets will not be liquidated but will be held in your brokerage account.

Notwithstanding the foregoing, there are certain mutual funds (or mutual fund share classes) and other securities that are not

eligible to be held in an account that is not enrolled in the Program. Upon Account termination, termination of the Client Agreement or if you or we move or transfer the mutual fund shares from your Account to a brokerage account, we will automatically liquidate, redeem or exchange these shares into another appropriate share or unit class in accordance with the applicable offering materials and our own policies without providing prior notice. Additional fees and expenses may apply upon such liquidation, redemption or exchange. Any liquidation, redemption or exchange will generally be effected as soon as practicable, which may be as soon as the close of the next business day following a termination or transfer.

Brokerage share classes of mutual funds generally will have higher operating expenses than advisory share classes of mutual funds that are eligible for the Program and will charge sales loads and annual asset-based fees only applicable to the brokerage share classes. These fees will be used to compensate Merrill or one of its Affiliates. This difference in compensation may create a conflict of interest. For additional information, please review Item 9 at the section "Compensation, Conflicts of Interest and Material Relationships."

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

**Cash Balances and the Cash Sweep Feature.** Your Account will have an allocation to cash based on the Strategy selected, the asset allocation and investment determinations that the CIO 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 cash management purposes. Some portion of your Account will be held in cash for operational considerations, including transaction processing and Program Fee collection. Unless the CIO 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.

Cash balances will automatically be "swept" in accordance with the cash sweep vehicle available to you (or if more than one is available, as designated by you) as part of the underlying 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 or other banks affiliated with us (a "Bank Affiliate"); or (2) to other cash sweep options we may make available from time to time.

The only cash 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 vehicle are described in the disclosures that you received in connection with your underlying Merrill securities account. Current rates are

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available online at the link labeled “Deposit Account & Money Fund Rates” in the footer of [merrilledge.com](http://merrilledge.com).

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 Program Fee on the cash held in your Account even though you are not earning any interest or dividends on that cash.

The cash sweep will not take effect and therefore your cash balance will not be swept into the Cash Sweep Program until Merrill has on file a signed Merrill securities account agreement. We reserve the right to terminate you from the Program if we do not have a signed Merrill securities account agreement on file. The applicable terms of the available sweep vehicles are described in the disclosures that you received in connection with the underlying Merrill securities account for your Account; these terms and the current rates are available on the Program Website and at [merrilledge.com](http://merrilledge.com).

Cash balances swept to a bank deposit account 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 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 will earn through the Cash Sweep Program will be lower than yields on other cash alternatives, such as money market funds, that are available to you for investment outside of the Cash Sweep Program. Our 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 the compensation will be in addition to, and will not reduce, your Program Fee, except as required by law. See Item 4 at the section “Program Fee—Assets on Which the Program Fee is Charged” and Item 9 at the section “Participation or Interest in Client Transactions and Conflicts of Interest—Cash Balances and Cash Sweep Program.”

Any cash allocations invested in a money market fund 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 Program Fee, except as required by law. We receive compensation in connection with any such money market fund holdings. See Item 9 at the section “Participation or Interest in Client Transactions and Conflicts of Interest.”

There are alternatives available to you outside of the Program for holding cash and cash alternatives, such as a brokerage account or a bank account with one of our Bank Affiliates or an account at other banking institutions. In these other account arrangements, **you will not be able to invest in the Strategy** but you may contribute and hold cash and cash alternatives and not be subject to a Program Fee charge. These types of accounts may offer yields

on your cash and cash alternative holdings that are higher than those offered in the Program. Any cash or cash alternatives held in an account that is not enrolled in the Program will not receive the Services under the Program and will not be able to invest in a Program Strategy. We will not be considered an investment adviser or fiduciary with respect to any cash or cash alternatives held in accounts outside of the Program.

### **Risk Disclosure.**

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

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

We make no representations or warranties with respect to the present or future level of risk or volatility in your Account or the Strategy or investment’s future performance or activities. You are assuming the risks involved with investing in securities and other investment products, and you could lose all or a portion of the amount held in the Program.

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

In addition, you may impose Reasonable Investment Restrictions on your Account that may result in your Account being concentrated in one or a few sectors, industries or securities. Concentrated portfolios typically increase the risk and volatility of the Account and may result in a decrease in diversification. If you align External Assets to any Goal Target that you set for your Account, the composition of those assets, market volatility and conditions and changes that you may make to your External Asset holdings will have an impact on reaching your Goal Target.

**Use of Strategies Where Merrill Is the Manager.** The Strategies currently available in the Program are those that are constructed, implemented and managed by Merrill (through the CIO) or one of its Affiliates. These Strategies are not subject to the same level of



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review that is applicable to third-party manager strategies that Merrill may offer in its other investment advisory programs.

**Cyber Security Risks.** With the increased use of technologies to conduct business, Merrill and its Affiliates are susceptible to operational, information security, and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events and may arise from external or internal sources. Cyber attacks include unauthorized access to digital systems (such as through “hacking” or malicious software coding) for purposes of misappropriating assets or sensitive information; corrupting data, equipment, or systems; or causing operational disruption. Cyber attacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (making network services unavailable to intended users). Cyber incidents may cause disruptions and affect business operations, potentially resulting in financial losses, impediments to trading, the inability to transact business, destruction to equipment and systems, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs. Similar adverse consequences could result from cyber incidents affecting a Fund in which your Account invests, issuers of securities and other interests in which such Fund may invest, counterparties with which a Fund engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions (including financial intermediaries and service providers), and other parties.

**ETF Investing.** Certain Strategies you select generally consist of shares of, or interests in, ETFs. As an ETF shareholder, you, along with other shareholders of the ETF, will bear a proportionate share of the ETF’s expenses, including, as permitted by applicable law, certain management and other fees, which may be payable to us or a Related Company. An ETF’s prospectus contains a description of its fees and expenses. When you invest in an ETF, you will indirectly pay a proportionate share of the ETF’s costs for services that may be similar to, or duplicative of, services rendered as part of the Program and paid for directly through the Program Fees. Among other services provided, we or our Related Companies may effect transactions for any of the ETFs offered through the Program, and any compensation paid to us or our Related Companies by the ETF (or its Affiliates) is in addition to the Program Fee. Due to the additional economic benefit to us or our Related Companies when assets in your Account are invested in an ETF that pays compensation to us or our Related Companies, a conflict of interest exists. We attempt to address this conflict by selecting ETFs based on the investment merits of the particular investment products and not based on the compensation that we and our Related Companies earn and through the disclosure in this Brochure.

You may be able to purchase shares of the ETFs included in a Strategy in the secondary market or from an ETF through an authorized participant which is typically a large institutional investor, such as a broker-dealer, that enters into a contract with a ETF to allow it to create or redeem shares directly with the ETF

(“Authorized Participant”) (in creation unit aggregations only), or through us without enrolling in the Program. If you do so, you would not pay the Program Fee for such assets, however, you will not receive the investment advice and other Services offered through the Program.

Below is a summary of certain risks relating to investing in ETFs that may apply to all or certain types of ETFs included in a Strategy. Please refer to the particular ETF prospectus for more information about the risks applicable for a particular ETF. If you would like a copy of a particular ETF prospectus, you may obtain one, free of charge, by contacting us at 877.444.0916 or via the Program Website.

ETFs are subject to risks relating to market trading that include the potential lack of an active market for ETF shares and disruptions in the creation and redemption process. Although ETF shares are listed on a national securities exchange, it is possible that an active trading market in the shares of a particular ETF may not develop or be maintained, particularly during times of severe market disruption. If ETF shares need to be sold when trading markets are not properly functioning, the ETF shares may be sold at a significant discount to their Net Asset Value (“NAV”). In some cases, it may not be possible to sell ETF shares in the secondary market. For example, an unanticipated closing of the national securities exchange on which an ETF’s shares are listed or one or more markets on which either the ETF’s shares trade or the ETF’s portfolio holdings trade or the inability of such markets to open for trading during normal business hours, such as in response to a natural disaster or other event causing severe market disruption, could result in the inability to buy or sell shares of the ETF and the ETF’s inability to buy and sell exchange-traded portfolio securities during that period, or in a disruption of the ETF’s creation and redemption process, and may make it difficult for the ETF to accurately price its investments, thereby potentially affecting the price at which ETF shares trade in the secondary market. All of these events could adversely affect the performance of the ETF.

Trading in ETF shares also may be halted by an exchange or other markets because of market conditions or other reasons. If a trading halt occurs, an investor may temporarily be unable to purchase or sell shares of the ETF. Similarly, an exchange or other markets may issue trading halts on specific securities or derivatives, which will affect the ability of the ETF to buy or sell certain securities or derivatives. In such circumstances, the ETF may be unable to rebalance its portfolio or accurately price its investments and may incur substantial trading losses.

ETF shares also may trade on an exchange or in other markets at prices below their NAV. The NAV of ETF shares will fluctuate with changes in the market value of the ETF’s holdings and the exchange-traded prices of the ETF’s shares may not reflect these market values.

Only an Authorized Participant may engage in creation or redemption transactions directly with an ETF. To the extent that these institutions exit the business or are unable to proceed with creation and/or redemption orders with respect to an ETF and no other Authorized Participant is able to step forward to create or redeem, ETF shares may trade at a discount to NAV and possibly

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face delisting. This risk is exacerbated if an ETF has a limited number of institutions that serve as Authorized Participants.

Certain ETFs may effect creations and redemptions for cash, rather than in-kind. As a result, an investment in such an ETF may be less tax-efficient than an investment in a more conventional ETF. ETFs generally are able to make in-kind redemptions and avoid being taxed on the gain on the distributed portfolio securities at the ETF level. An ETF that effects redemptions for cash, rather than in-kind distributions, may be required to sell portfolio securities in order to obtain the cash needed to distribute redemption proceeds. If the ETF recognizes a gain on these sales, this generally will cause the ETF to recognize a gain it might not otherwise have recognized, or to recognize such gain sooner than would otherwise be required if it were to distribute portfolio securities in-kind. ETFs generally intend to distribute these gains to shareholders to avoid being taxed on the gain at the ETF level and otherwise comply with the special tax rules that apply to it. This strategy may cause shareholders to be subject to tax on gains they would not otherwise be subject to, or at an earlier date than, if they had made an investment in a different ETF. Moreover, cash transactions may have to be carried out over several days if the securities market is relatively illiquid and may involve considerable brokerage fees and taxes. These brokerage fees and taxes, which will be higher than if the ETF sold and redeemed its shares principally in-kind, will be passed on to purchasers and redeemers of creation units in the form of creation and redemption transaction fees. In addition, cash transactions may result in wider bid-ask spreads in shares trading in the secondary market as compared to ETFs that transact exclusively in-kind.

ETFs that seek to track the performance of a specified underlying index ("Index ETFs") are not actively managed and the investment advisers of such ETFs do not attempt to take defensive positions in declining markets. Therefore, Index ETFs may be subject to greater losses in a declining market than a fund that is actively managed.

A number of factors may affect an Index ETF's ability to achieve a high degree of correlation with its underlying index, and there can be no guarantee that an ETF will achieve a high degree of correlation with its underlying index either on a single trading day or for a longer time period. Factors such as ETF expenses, imperfect correlation between the ETF's investments and the components of the underlying index, rounding of share prices, changes to the composition of the underlying index, regulatory policies, a high portfolio turnover rate, and the use of leverage all contribute to tracking error and correlation risk. Failure to achieve a high degree of correlation may prevent an ETF from achieving its investment objective and cause the ETF's performance to be less than you expect.

An ETF may be subject to stock market risk, which is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. To the extent an ETF invests in foreign issuers, those investments can be riskier than investments in U.S. issuers. Foreign stocks tend to be more volatile and less liquid than U.S. stocks. The prices of foreign stocks and the prices of U.S. stocks

may move in opposite directions. In addition, if an ETF's underlying or target index becomes focused in stocks of a particular market sector, the ETF would have proportionately higher exposure to the risks of that sector.

An ETF may be subject to country/regional risk and currency risk. Country/regional risk is the chance that world events — such as political upheaval, financial troubles, or natural disasters — will adversely affect the value of securities issued by companies in foreign countries or regions. If an ETF invests a large portion of its assets in securities of companies located in any one country or region, the ETF's performance may be hurt disproportionately by the poor performance of its investments in that area. Currency risk is the chance that the value of a foreign investment, measured in U.S. dollars, will decrease because of unfavorable changes in currency exchange rates.

An ETF may be subject to the risk that returns from non-U.S. small- and mid-capitalization stocks will trail returns from global stock markets. Historically, non-U.S. small- and mid-cap stocks have been more volatile in price than the large-cap stocks that dominate the global markets, and they often perform quite differently. Small and midsize companies tend to have greater stock volatility because, among other things, these companies are more sensitive to changing economic conditions.

To the extent an ETF is invested in fixed-income securities, such as bonds, it may be subject to the risk that a bond issuer will fail to pay interest or principal in a timely manner or that negative perceptions of the issuer's ability to make such payments will cause the price of that bond to decline. An ETF may also be subject to counterparty risk or the risk that a counterparty fails to meet its contractual obligations to the ETF. In such situations, an ETF may be unable to terminate or realize any gain on the investment or transaction, or to recover collateral posted to the counterparty, resulting in a loss to the ETF. If the ETF holds collateral posted by its counterparty, it may be delayed or prevented from realizing on the collateral in the event of a bankruptcy or insolvency proceeding relating to the counterparty.

ETFs invested in fixed-income investments may experience a decline in income when interest rates fall. This decline can occur because the ETF may subsequently invest in lower-yielding bonds as bonds in its portfolio mature, are near maturity or are called, bonds in the underlying index are substituted, or the ETF otherwise needs to purchase additional bonds. During periods of falling interest rates, homeowners will refinance their mortgages before their maturity dates, resulting in prepayment of mortgage-backed securities held by an ETF. The ETF would then lose any price appreciation above the mortgage's principal and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the ETF's income. In addition, issuers of callable bonds may call securities with higher coupon rates or interest rates before their maturity dates.

An ETF would then lose any price appreciation above the bond's call price and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the ETF's income.

An increase in interest rates may cause the value of securities held by an ETF to decline. During periods of rising interest rates, certain debt securities will be paid off substantially more slowly than

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originally anticipated, and the value of those securities may fall. For mortgage-backed securities, the risk is that during periods of rising interest rates, homeowners will prepay their mortgages at slower rates. This will lengthen the duration or average life of mortgage-backed securities held by an ETF and delay the ETF's ability to reinvest proceeds at higher interest rates.

To the extent an ETF invests in lower-quality debt securities ("high-yield" or "junk" bonds), which are considered predominantly speculative, the ETF is subject to the substantially greater risk of default of such securities than higher-quality debt securities. Lower-quality debt securities can be illiquid, and their values can have significant volatility and may decline significantly over short periods of time. Lower-quality debt securities tend to be more sensitive to adverse news about the issuer, or the market or economy in general. An ETF invested in municipal securities can be significantly affected by political or economic changes as well as uncertainties in the municipal market related to taxation, legislative changes or the rights of municipal security holders, including in connection with an issuer insolvency. Municipal securities backed by current or anticipated revenues from a specific project or specific assets can be negatively affected by the inability to collect revenues for the project or from the assets.

**Particular Risks about Mutual Funds and Non-traditional Funds.** The Strategies you select may invest in shares of, or interests in, mutual funds. Please refer to the particular mutual fund prospectus for more information about the risks applicable for that mutual fund. If you would like a copy of a particular mutual fund prospectus, you may obtain one, free of charge, by contacting us at 877.444.0916 or via the Program Website.

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

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

The fees and expenses incurred by any Fund purchased for you through the Program may be in addition to certain of the

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

We attempt to address this conflict by selecting Funds based on the investment merits of the particular investment products and not based on the compensation that we and our Related Companies earn and through the disclosure in this Brochure. For more information about other compensation Merrill or its Related Companies may receive in connection with the Program, see Item 9 at the section entitled "Compensation Received by Us and Our Affiliates."

**Loans and Collateral.** 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 (collectively referred to as "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. 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 herein. You should review carefully the terms, conditions and any related risk disclosures for such Lending Program and understand that such risks may 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 investible assets. A collateral call could disrupt the management of your Account. You may not be: (1) provided with prior notice of a liquidation of the securities in your pledged Account or (2) 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 Program Fees and may result in additional compensation to us and our Affiliates.

You are encouraged to speak with us if you have questions about how your Account may be used in connection with a Lending Program and how such an arrangement should be taken into consideration when discussing the management of your Account. If you have any questions, please contact us at 877.444.0916.

**Compensation.** We or our Related Companies and their Affiliates and employees benefit from the fees and charges paid by you and other clients for the Services described in this Brochure. Clients participating in the Program may also use other products or services available from or through Merrill and its Affiliates and, in such case, pay additional compensation.

Separate and apart from the Program, we may assist clients with their 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

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through us and our Affiliates. In such cases, we or our Affiliates will receive compensation that is usually associated with or generated by such products, services and transactions. This compensation may include commissions, markups or markdowns, asset-based or subscription fees, mutual fund sales loads, annual asset-based fees or other remuneration as may be described in the applicable confirmations, prospectuses, subscription agreements or other offering documents. Where applicable, you should review all of this material carefully in determining whether to proceed with any such investments. Such compensation will be in addition to the fees charged for the Program.

### **Tax Matters.**

You are responsible for all tax liabilities and tax-return filing obligations arising from the transactions in your Account enrolled in the Program.

We do not, and will not, offer tax advice to you and we strongly encourage you to seek the advice of a qualified tax professional. You should also understand that we are not responsible for attempting to obtain any tax credit or similar item or preparing and filing any legal document (including, but not limited to, proofs of claim) on your behalf.

You should be aware that tax consequences may arise when Strategy changes occur such as rebalancing, liquidations and redemptions. Except to the limited extent described in this section, we specifically disclaim any undertaking of tax management of your Account or investments and assume no responsibility for any resulting tax consequences. Additionally, if you direct us to take certain actions for tax related reasons, there is no assurance that your desired tax effect will be realized.

For example, if you direct us to realize gains in your Accounts, when we resume normal trading activity, such activity could generate new taxable losses or gains, and the same or similar securities may be repurchased. Similarly, if you direct us to realize losses in your Account, when we resume normal trading activity in your Account, such activity could generate new taxable losses or gains.

Upon your request to realize losses within an Account, we will attempt to undertake the following: (1) restrict purchases of substantially identical securities in the Account for a minimum of thirty-one calendar days following the sale of securities at a loss in the Account; (2) restrict sales of substantially identical securities in the Account that are currently at a loss for a period of thirty-one calendar days following the purchase of securities in the Account; and (3) at our discretion, engage in strategies to invest the available proceeds for varying time periods in substitute securities, current holdings, and/or alternative securities such as ETFs.

We do not make any guarantee that these actions will be successful in recognizing these losses. We are not providing any tax advice with respect to the effects of these transactions including whether a loss has been recognized under the wash sale rules under the Code. We do not take into account the trading activity in any of your other accounts, including your other Accounts in the Program or any accounts you have with Merrill or its Affiliates or third parties. You should consult your own

professional tax advisor regarding the tax consequences of these transactions. You should be aware that as a result of these transactions, a higher than normal cash position may result for a period of time. In addition, this type of transactional activity may adversely affect Account performance and may increase the volatility of its results.

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## Item 5. Account Requirements and Types of Clients

### **Electronic Relationship.**

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

### **Client Eligibility.**

Investors generally eligible to participate in the Program include individuals, certain trusts, Retirement Accounts, joint account owners and custodians for an account for minors.

### **Account Minimum.**

The minimum investment requirement for your Account is \$1,000 or as otherwise provided on the Profile for the Strategy. We may waive or change this minimum at any time.

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## Item 6. Portfolio Manager Selection and Evaluation

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

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

**Strategy Construction.** Through the Program, we, through the CIO, construct the Strategies and select the constituent Funds and the allocations or allocation ranges for each Strategy. Generally, the CIO looks to select ETFs for the Strategies, however, from time to time there may be certain Strategies that will include mutual funds as a constituent Fund, as determined by the CIO. Please refer to the Profile for additional information about the Strategy you select including how the Account value relates to the use of the Strategy's model portfolios.

In general, the CIO develops asset allocations for the Strategies based on its long-term expected return, risk and correlation assumptions for each asset class ("capital market assumptions"), its view of the appropriate long-term allocation guidelines to follow in



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light of market conditions, expected trends and corresponding tactical adjustments.

Tactical adjustments are applied to those long-term asset allocations based on the CIO's market, economic, and asset class expectations. These tactical adjustments overweight or underweight specific asset classes, incorporating the CIO's investment views on how market dynamics, phases of the economic or business cycle, and particular investment themes may affect a Strategy. In order to determine asset allocations, the CIO utilizes internal as well as third-party research and data at both the macro and micro levels.

The CIO provides model portfolios of constituent Funds and allocations for a Strategy that it determines appropriate and the applicable model portfolio for the Strategy (i.e., Strategic Asset Allocation or Tactical Asset Allocation) is then implemented by MAA depending on the level of assets in your Account.

Funds selected for a Strategy are subject to the CIO Review Process described in this section. To be eligible for selection, Funds also must have sufficient assets under management and meet minimum trading volume parameters. In addition, the CIO evaluates the Fund's share price, along with the corresponding allocation weighting, taking into account the Strategy's investment minimum and other asset level parameters.

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

The Program does not currently offer any Funds sponsored or advised by us or any of our Affiliates ("Related Fund"). However, we may determine in the future to include Related Funds in a Strategy. The conflicts of interest and other considerations arising from the use of Strategies constructed, implemented and managed by Merrill or any of its Affiliates or Related Companies are discussed at Item 9 in the section "Compensation, Conflicts of Interest and Material Relationships."

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

The CIO Review Process consists of proprietary processes conducted by 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 style, we employ a multi-factor process to review appropriate Funds to meet this need. These factors may include, but are not limited to: stability of a Fund, adherence to investment style, evaluation of risk and volatility, investment professional and strategy resources, investment philosophy and process, portfolio construction, performance, and organizational structure and operating and administrative capabilities. In addition, for ETFs, in particular, we also examine index construction methodology and ETF portfolio management process, tracking error to the reference index, trading costs, liquidity and expenses.

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

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

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

BofA Global Research publishes research reports and ratings ("Research Ratings") regarding a select universe of ETFs and other exchange-traded products (collectively, "ETPs"). These Research Ratings on ETPs are intended to assess the potential for outperformance of ETP peers in the same coverage category. The CIO, BofA Global Research and other business units apply different methodologies in their review of ETPs and may arrive at different or inconsistent conclusions with respect to one or more ETPs. Neither

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our internal business review nor the CIO Review Process determinations described above rely on or otherwise use the ETP Research Ratings as an input or factor for making ETPs available through the Program.

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

### **Information Available Regarding the Strategies and Profiles.**

You will be provided with a document that contains a description of the Strategy you select (referred to as a “Profile”). The Profile for each Strategy is also made available to you on the Program Website. You should carefully read the Profile provided and understand the relevant objectives, styles and risks.

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

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

We will also make available on the Program Website the applicable Prospectus and/or disclosure documents for the Funds included in your Account, in our discretion and/or as required by law. These disclosure documents will describe the relevant objectives, styles and risks of the Fund.

We make available information on the Program Website of regular or ad hoc internal publications, including those from the CIO that reflect our internal opinions and views with respect to a Strategy or Fund.

### **Relationship of the Program with Third Parties and Other Affiliate Programs at Merrill.**

In addition, other BofA Corp. Affiliates or divisions may offer their own managed products or wrap programs that may be similar to this or other Merrill programs. In particular, we may also provide advice and/or recommendations to these different Affiliates or divisions, including advice related to the recommendation of certain investment managers. Importantly, the advice and recommendations provided to Merrill may be different from or conflict with the advice and recommendations provided to other Affiliates or other programs. 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.

Further, although the CIO releases information and analyses used in the Program to all BofA Corp. Affiliates simultaneously and BofA Global Research may make its research opinions and research reports available regarding securities and research strategies at the same time, it is possible that such Affiliates will act on that information before Merrill or MAA has had the chance to evaluate and act on those changes. Accounts participating in Merrill programs that commence trading after those of other Affiliates may be subject to price movements, particularly with large orders or where securities are thinly traded, that would cause them to receive prices that are less favorable than those obtained by Affiliates.

### **Merrill and Certain Affiliates Acting as Portfolio Managers.**

We will generally act as the portfolio manager for your Account as described above in the section “Services, Fees and Compensation — Strategies and Program Guidelines.”

### **Tailored Investment Advice.**

As described above in the section “Services, Fees and Compensation,” we will recommend an Account Target Asset Allocation based on certain information provided by you, and you will be able to select a Strategy for your Account designed for your Account Target Asset Allocation and other information you provide to us. Clients may impose Reasonable Investment Restrictions as described in the section “Reasonable Investment Restrictions.”

### **Wrap Fee Programs.**

We act as both the wrap fee program sponsor and portfolio manager for the Strategies described in this Brochure. We also act as the portfolio manager in other wrap fee programs sponsored by us. We receive the entire Program Fee as described in this Brochure.

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.**

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

### **Methods of Analysis.**

The implementation and management of any Strategy will be dependent upon CIO’s investment expertise, philosophy and process. As described in the “Portfolio Manager Selection and Evaluation” section, we use certain methods of analysis and investment strategies to provide clients with access to professional investment advice and make available a choice of various investment styles and

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corresponding risk levels. You should understand that all investments involve risk (the amount of which may vary 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.**

You have the right to vote proxies for securities held in your Account and will retain proxy voting authority for such securities. You cannot delegate to us and we do not accept any proxy voting authority for securities held in your Account.

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## Item 7. Client Information Provided to Portfolio Managers

As part of the online enrollment process (including the Online Profiling Process), we elicit information about your financial circumstances, risk tolerance, time horizon and other relevant information relating to your Account. We will rely on information you provide in managing your assets and servicing your Account. It is your responsibility to notify us promptly of any updates to such information. You can do this by updating your Account information through the Program Website or by phone at 877.444.0916.

Failure to do so could affect the suitability of the Services being provided. In the Client Agreement, you have represented that the information that you provide us is accurate and complete in all material respects. We will not be required to verify the accuracy of any such information.

If you have an investment policy statement or other investment guidelines, it is your responsibility to ensure that the investment policy statement or guidelines are properly reflected in your responses to us and are reflected in your Portfolio Summary, including any investment restrictions. We do not have any responsibility to review, monitor or adhere to any investment policy statement, investment guidelines or similar document relating to your Account, and adherence to such investment policy statement, guidelines or similar document is solely your responsibility.

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## Item 8. Client Contact with Portfolio Managers

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

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## Item 9. Additional Information

### **Disciplinary Information.**

The following is a summary of certain adverse legal and

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

On June 21, 2012, MLPF&S, without admitting or denying the findings, entered into a FINRA settlement related to the following: (1) failure to have an adequate supervisory system around billing

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processes for certain investment advisory programs and, as a result, overcharging certain client accounts during the 2003-2011 time period (client accounts impacted were less than 5% of its total advisory accounts and the aggregate fee overcharge amount was less than 1/2 of 1% (approximately \$32 million) of the total advisory fees billed during that period); (2) failure to send contemporaneous or periodic trade confirmations to certain client accounts for ten investment advisory programs; (3) having inaccurate or incomplete trade confirmations for certain mutual fund transactions by failing to state trade capacity (agent or a principal) on trade confirmations and account statements; (4) failure to deliver (directly or through a vendor) proxy materials to certain clients or to their designated investment advisers and failure to have an adequate supervisory system to detect this failure (clients impacted constituted less than 1% of its clients during the relevant period); and (5) failure to send margin risk disclosure statements and/or business continuity plans to certain clients upon the opening of their accounts (clients impacted were less than 1% of its clients during the relevant period). In determining the appropriate sanctions, FINRA considered MLPF&S' internal review through which it identified the violations, the remedial measures that it took to correct its systems and procedures, and its efforts to provide remediation to affected clients. MLPF&S consented to the imposition of a censure and a fine of \$2.8 million. All overcharged accounts were reimbursed.

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

On June 6, 2009, BAI and BAS, two of our predecessor firms, were enjoined by the United States District Court for the Southern District of New York from violating, directly or indirectly, Section 15(c) of the Exchange Act. The injunction was the result of an SEC complaint alleging that BAI and BAS had violated Section 15(c) of the Exchange Act by allegedly misleading customers about the nature and risks associated with auction rate securities ("ARS"). Without admitting or denying the allegations, BAI and BAS entered into a consent decree and agreed to a series of undertakings designed to provide relief to certain individual investors. On January 10, 2012, MLPF&S agreed to settlements with the Illinois Securities Department (for alleged activities of BAS and BAI, its predecessors by merger) and the North Carolina Department of the Secretary of State, Securities Division (for ARS activities of MLPF&S) involving the marketing and sale of ARS. In both actions, it was alleged that the inappropriate marketing and sales of ARS occurred without adequately informing certain customers of the increased risks of illiquidity associated with ARS that constituted an occurrence of dishonest and unethical

practices in the offer and sale of securities and failure to supervise. In the Illinois action, MLPF&S agreed, among other things, to repurchase at par certain illiquid ARS and to pay a total fine of \$1,578,321 to the State of Illinois out of a total civil penalty of \$50 million that was to be distributed among the other state regulator parties to an ARS-related consent order. With respect to the North Carolina action, MLPF&S agreed, among other things, to repurchase at par certain illiquid ARS held by certain of its clients and to pay a total fine of \$3,193,552 to the North Carolina regulator representing its portion of a total civil penalty of \$125 million that was to be distributed among the other state regulator parties to an ARS-related consent order.

### Other Financial Industry Activities and Affiliations.

Merrill, an indirect wholly owned subsidiary of BofA Corp., is a leading global investment banking firm and a registered broker-dealer and investment adviser. In the United States, Merrill acts as a broker (*i.e.*, agent) for corporate, institutional and private clients. Through its own arrangements and through its Affiliate, BofA Securities, Inc., it has 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.

Merrill operates the firm's U.S. retail branch system, and also provides financing to clients, including margin lending and other extensions of credit as well as a wide variety of financial services, such as securities clearing, retirement services, and custodial services. MAA, an indirect wholly owned subsidiary of BofA Corp., is a registered investment adviser that provides investment advisory services to clients that establish accounts under the Program and other investment advisory programs, including MEAA, MGI with Advisor and MLIAP.

As registered investment advisers, Merrill and MAA complete Form ADVs, which contain additional information about those entities, BofA Corp. and their Affiliates. Information is available through publicly available filings at the SEC or at [adviserinfo.sec.gov/IAPD](http://adviserinfo.sec.gov/IAPD). For purposes of Form ADV Part 2, certain Merrill and/or MAA management persons are registered as registered representatives or associated persons of Merrill. In the future, certain Merrill and/or MAA personnel may be considered management persons and, as such, may be registered, or have applications pending to register, as registered representatives and associated persons of Merrill to the extent necessary or appropriate to perform their job responsibilities.

BofA Corp., through its subsidiaries and Affiliates, including us, provides broker-dealer, investment banking, financing, wealth management, advisory, asset management, insurance, lending and related products and services on a global basis. These products and services include: (1) securities brokerage, trading and underwriting; (2) investment banking, strategic advisory services (including mergers and acquisitions) and other corporate finance activities; (3) wealth management products and services including financial, retirement and generational planning; asset management and investment advisory and related record-keeping services; (4) origination, brokerage, dealer and related activities in swaps,



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options, forwards, exchange-traded futures, other derivatives, commodities and foreign exchange products; (5) securities clearance, settlement financing services and prime brokerage; (6) private equity and other principal investing activities; (7) proprietary trading of securities, derivatives and loans; (8) banking, trust and lending services, including deposit-taking, consumer and commercial lending, including mortgage loans, and related services; (9) insurance and annuities sales; and (10) providing research across the following disciplines: global equity strategy and economics, global fixed-income and equity-linked research, global fundamental equity research, and global wealth management strategy. BofA Corp. is subject to the reporting requirements of the Exchange Act, and additional information about BofA Corp. can be found in publicly available filings with the SEC.

### Conflicts of Interest and Information Walls.

Merrill, MAA and their parent company, BofA Corp., engage in a wide range of activities and businesses across a broad spectrum of clients. As a result, we recognize that actual, potential and perceived conflicts of interest develop in the normal course of operations in various parts of the BofA Corp. 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 conflict 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 BofA Corp. possess material nonpublic information.

Additionally, BofA Corp. 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 BofA Corp.'s risk management process. We believe that no organization can totally eliminate conflicts that exist explicitly or implicitly. Each of BofA Corp., BofAS, Merrill and MAA 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.

Each of MLPF&S and MAA has 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. Each Code of Ethics is based on the principle that clients' interests come first, and it is intended to assist employees in meeting the high standards that each of MLPF&S and MAA follows in conducting our business with integrity and professionalism.

Each Code of Ethics covers such topics as the: requirement that all employees comply with all applicable securities and related laws and regulations; reporting and/or clearance of employee personal trading; prevention of misuse of material nonpublic information;

and the obligation to report possible violations of the Code of Ethics to management or other appropriate personnel. All covered personnel must certify to receipt of the Code of Ethics. We will provide a copy of each of the Code of Ethics to you upon request.

MLPF&S and MAA have each imposed policy restrictions on all personnel for transactions for their own accounts and accounts over which they have control or a beneficial interest. In addition, we have special policies requiring that certain personnel obtain specific approval of their securities transactions and have implemented procedures for monitoring these transactions, as well as those of all our employees.

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

### Compensation, Conflicts of Interest and Material Relationships.

#### Benefits to Us from Your Enrollment in the Program.

We and our Affiliates and other of our employees benefit from the fees and charges paid by you and other clients for the Services described in this Brochure. The registered representatives servicing the Program receive compensation from MLPF&S in the form of a salary and certain incentive awards related to the amount invested in the Program and other of our investment advisory programs. Employees who introduce clients to the Program and provide ongoing services to such clients receive compensation from us.

The amount of compensation we receive from your enrollment in the Program may also be more or less than the compensation that we would receive if you had instead participated in other investment advisory programs offered by MLPF&S or its Affiliates or if you had engaged in the investment activities in a brokerage securities account. We have a financial incentive to recommend this Program over other programs or other services offered by us (or our Affiliates).

We may suggest or recommend that clients, including Program clients, use our securities account, execution and custody or other services for investment activity, or such services of our Affiliate. Similarly, we may suggest or recommend that you 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. Our employees, as permitted by applicable law, receive compensation (the amount of which varies) in connection with these products and services.

We address these conflicts from compensation described in this section and throughout the Brochure in a variety of ways, including, disclosure of various conflicts in this Brochure. Moreover, our employees are required to recommend investment advisory programs, investment products and securities 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 actual and potential conflicts of interest – both those arising

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between and among Accounts as well as between Accounts and our business.

### **Sub-accounting Services and Affiliate Compensation.**

We only make available in the Program mutual funds and money market funds (each, a “fund”) that retain and pay our wholly-owned subsidiary, Financial Data Services, LLC (“FDS”) for providing the required sub-accounting and other services. These sub-accounting and other services include aggregating and processing purchases, redemptions, exchanges, dividend reinvestment, consolidated account statements, tax reporting and other related processing and recordkeeping services (together, “sub-accounting services”).

Under agreements with each of these funds (or their respective principal underwriter or other agent), FDS provides daily sub-accounting services to the holders of these funds maintaining shares in an Account as well as in other Merrill securities accounts and receives the agreed-upon sub-accounting services fee. This cost is either borne by the fund (like other fund expenses) as part of its operating costs or by its adviser, principal underwriter or other agent.

These service arrangements and the amount of the compensation vary by fund types, fund and by share class. These fees and fee rates are subject to change from time to time and may be received individually or as part of a “bundled” arrangement that includes other types of fees, such as administration and distribution payments.

Depending on the specific arrangements, FDS will receive sub-accounting services fees from or on behalf of the mutual fund of either an asset-based fee up to 0.15% per annum or up to \$21 annually per client position in the mutual fund. For money market mutual funds, the sub-accounting services asset-based fee is generally 0.005% per annum. Due to applicable regulation, FDS does not retain compensation for sub-accounting services for funds held in Retirement Accounts.

We have a conflict of interest in selecting certain fund products (or share classes) for inclusion as part of the Strategies available to you. Certain mutual funds or share classes that would otherwise meet our criteria for inclusion as part of the Strategies but whose principal underwriters, agents or sponsors do not agree to pay a fee that FDS determines is appropriate for its services will not be selected, thereby limiting the available universe of funds (and share classes) available to you. In addition, the amount of the fees paid to FDS for these services varies among funds and, in certain instances, between share classes of individual funds. This results in a conflict of interest because it creates an incentive for us to recommend that you invest in funds and share classes that pay higher fees. We will receive higher sub-accounting fee payments from fund families that have higher fund assets held in our clients’ accounts because the service fee calculation is based off of the level of the asset holdings. Additionally, FDS benefits financially because the aggregate amount of the sub-accounting fees exceed the costs to provide these services.

We address these conflicts of interest in the following ways. We disclose the nature of our sub-accounting service arrangements.

We also determine the compensation paid to our personnel on the same basis for all Program assets without regard to the amount of compensation we or our Affiliates receive. Our personnel do not have an incentive to recommend certain funds over others because they do not receive additional compensation as a result of these types of arrangements. In addition, we and our Affiliates select funds that are available through the Program as well as in our brokerage accounts and in other of our investment advisory programs based on qualitative and quantitative evaluation of such factors as performance, risk management policies and procedures and on the consistency of the execution of their strategy.

### **Arrangements relating to Mutual Fund Share Classes and ETFs.**

For constituent mutual funds that are part of a Strategy, your assets are generally invested in the lowest cost share class eligible for the Program. The Program-eligible Fund share classes vary depending on the Fund, its roster of share classes and our agreements with the Funds. In general, the share classes that are eligible for the Program do not have annual asset based fees like Rule 12b-1 fees, although there are some mutual funds available in the Program that have such fees due to share class availability or legacy positions that are pending conversion to an eligible share class. Certain mutual funds offer a fund share class that does not include a sub-accounting services fee. Accordingly, you should not assume that you will be invested in the share class with the lowest possible expense ratio that the mutual fund provider makes available to the investing public.

In addition, the share class of money market funds available 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 clients in the Program, the CIO who manages the Strategies does not have an incentive to recommend or select share classes that have higher expense ratios because the compensation of CIO personnel is not affected by the share class selected.

From time to time a fund may authorize us to make available to clients participating in the Program a class of shares of such fund with a lower fee structure that we believe is more beneficial to you than the class of shares previously made available in the Program. Where such exchange is available, under the authority provided to us under the Client Agreement, we will effectuate an exchange to the other class of shares of this fund with the lower fee structure as promptly as practicable.

For additional information on mutual funds and money market funds you can review our “Mutual Fund Investing at Merrill Lynch” document. It is also available at [ml.com/funds](http://ml.com/funds).

Certain ETFs engage an Affiliate of Merrill as an Authorized Participant. In that role, our Affiliate engages in creation and redemption transactions directly with the ETF, and is compensated through its market making activities in the secondary market.

### **Compensation Received by Us and Our Affiliates.**

Affiliated Products. Separate and apart from the Program, Merrill, through its associates, may suggest or recommend that you use the

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Merrill securities account and our execution and custody or other services for other of your investment activity or use the services of our Affiliates. Similarly, Merrill associates may suggest or recommend that you purchase our products or those of our Affiliates. Where you use or purchase our or our Affiliate's services or products, we and our Affiliates will receive fees and compensation. Our personnel will as permitted by applicable law and our policies, receive compensation (the amount of which varies) in connection with these products and services.

**Principal Trading and Agency Cross Transactions.** Through its Affiliates (including BofAS), Merrill may execute certain transactions on a principal basis. In addition, our Affiliates can act in a principal capacity under certain circumstances when we execute transactions for your Account. In a trade executed in a principal capacity, our Affiliate can act as your trade counterparty and it can act as a market maker for, or have a proprietary position in, the securities that are the subject of the transaction. We and our Affiliate receive compensation in connection with principal transactions, including markups, markdowns, underwriting discounts, selling concessions and other compensation. We can profit from transacting as your counterparty or having proprietary positions in the subject securities. Moreover, we have an incentive to recommend a transaction in a security that our Affiliate maintains in inventory that is otherwise difficult to sell.

Where permitted, Merrill may engage in agency cross transactions when it acts as agent for both buyer and seller in a transaction. If this type of trading execution occurs, since Merrill generally receives compensation from each party to an agency cross transaction, there is a conflict of interest between our obligations to you and to the other party to the transaction.

**Cash Sweep Program.** For cash balances in your Account, our Bank Affiliates benefit financially when your cash is held in its bank deposit accounts affiliated with the Cash Sweep Program because bank deposits are used 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, the Bank Affiliates determine the interest rate paid to depositors in the Cash Sweep Program.

The greater the amount of the cash balance maintained in your Account (which is as a result of a recommendation from CIO) that is swept into a Cash Sweep Program bank deposit account and the lower the interest rate paid on the related bank deposit, the more our Bank Affiliates benefit. The interest rate paid to you by our Bank Affiliates will likely be lower than the interest rates available on other deposit account types at the Bank Affiliates or on comparable deposit accounts at other banks. Generally, the rate you earn through the Cash Sweep Program will be lower than yields on other cash alternatives that are available for investment outside of the Cash Sweep Program, such as money market funds.

If you choose the "No Sweep" option, we also benefit from the custody or use of uninvested cash balances in your Account. 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 federal securities laws and regulations.

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

**Third-Party Firm Business Relationships.** We and our Affiliates have business relationships with investment managers, Fund managers, distributors and sponsors, and insurance companies and other product providers ("Third-Party Firms"). We or our Affiliates may effect transactions in the ordinary course of business for a mutual fund offered through the Program. Any compensation paid to us or our Affiliates by the fund manager or sponsor or any of their Affiliates, is additional compensation to us for services we and our Affiliates provide to them. Third-Party Firms may direct their clients' transactions to us. We may also make available to them research, execution, custodial, pricing and other services in the normal course of business. Any compensation paid to us or our Affiliates is additional compensation to us for services we and our Affiliates provide to them.

Merrill has agreements with Third-Party Firms relating to the offering and distribution of Third-Party Firm investment products to our clients. Merrill works with Third-Party Firms to provide information to our registered representatives, including Financial Solutions Advisors, about investment products of Third-Party Firms that are available in a securities brokerage account or through our investment advisory programs.

It is possible that these Third-Party Firm relationships create a conflict of interest and affect opportunities to negotiate more favorable financial terms for client investments in the products of the Third-Party Firms. We disclose the nature of our relationship in general with Third-Party Firms and compensate our registered representatives and other employees involved with the Program through a salary that is not based on sales of Third-Party Firm products. Additionally, we and our Affiliates select funds that are available for selection as constituent Funds in Strategies we offer based on qualitative and quantitative evaluation of such factors as performance, risk management policies and procedures and on the consistency of the execution of their strategy. We have adopted various policies and procedures reasonably designed to prevent the receipt of such compensation and other business arrangements from affecting the nature of the advice we provide, although such policies and procedures do not eliminate such conflicts of interest.

**Third-Party Firms' Cost Sharing Training Events and Other Meetings.** Certain Third-Party Firms periodically participate in Merrill-hosted internal training and education conferences for Merrill personnel as well as in conferences that Merrill or its Affiliate hosts for clients ("Training Events"). Third-Party Firms electing to participate in a particular Training Event will share in the cost of the Training Event. The amount that a Third-Party Firm will contribute towards the expenses of a Training Event will vary depending on, among other things, the number of events in which a Third-Party Firm participates. 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. For 2020, the total support received from participating Third-Party Firms for these Training Events was approximately \$1.3 million.

In addition, certain Third-Party Firms periodically participate in

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meetings that provide our Merrill personnel with information on their platform of products and services and with the opportunity to interact with a Third-Party Firm's management and investment personnel. These meetings and events typically 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 events, like seminars, trade shows and booth events and to support charitable events through contributions. Third-Party Firms may share in the costs of these types of meetings and events. Third-Party Firms are not permitted to pay for, or contribute to the cost of travel, accommodation or continued education administrative fees for Merrill personnel. The amount that a Third-Party Firm may contribute to the costs of these Training Meetings and other meetings and events 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. For 2020, the total support from participating Third-Party Firms for these types of meetings and events was approximately \$3.8 million.

The participation of, and the costs sharing by a Third-Party Firm in Training Events and other meetings and events present conflicts of interest because they create incentives for us to recommend products of the participating Third-Party Firms. Neither we, nor our Affiliates incentivize our associates to recommend products or services of a Third-Party Firm that contributes to these Training Events and other meetings over those that do not. 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 Training Events and other meetings and events described above have more opportunities to interact and build relationships with our employees which creates a conflict of interest to the extent this leads our employees to determine to include the products and services of these Third-Party Firms in particular Strategies.

*Gifts, Meals, & Entertainment Third-Party Firm Office Access.* We have adopted a policy that restricts Third-Party Firm representatives from providing, and our employees from receiving, gifts, meals and entertainment, other than items of a promotional nature related to the Third-Party Firm (i.e., logo items, like golf balls and hats). Representatives of Third-Party Firms will, from time to time, meet and work with our employees to provide information and support regarding the Third-Party Firms' respective investment products. The Third-Party Firms are not permitted to condition their meetings with our personnel or promotional gifts on any amount of sales of their investment products and Merrill does not incentivize its employees to recommend or select one investment product over another.

### **Offering of Investments or Programs Managed by Us or Our Affiliates.**

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 these programs will be different from, or even conflict with, the advice and guidance provided in connection with the Program, including as to recommendations and review determinations. This is due to, among other things, the differing nature of our Affiliate's investment advisory services and differing processes and criteria upon which determinations are made.

Further, although the CIO releases information and analyses about a Strategy or a Fund to all Affiliates simultaneously and BofA Global Research may make its research opinions and research reports available regarding securities and research strategies at the same time, it is possible that such Affiliates will act on that information before Merrill or MAA have had the chance to evaluate and act on those changes. Accounts participating in a Merrill program that commences trading after those of other Affiliates may be subject to price movements, particularly with large orders or where securities are thinly traded, that would cause them to receive prices that are less favorable than those obtained by Affiliates.

We do not currently offer any Related Funds. We may, however, include Related Funds as an investment product available in the Program in the future. If offered as an eligible investment in the Program, we would benefit from our economic interest in such entities or their Affiliates when they receive compensation for providing investment advisory, administrative or other services to any such Related Funds. We would address these conflicts by disclosing them in this Brochure.

### **Provision of Diversified Financial Services by Us and our Affiliates.**

BofA Corp. is a diversified financial services company that generally seeks to provide a wide range of services to retail and institutional clients for which it receives compensation. As a result, we, BofA Corp. and our Affiliates can be expected to pursue additional business opportunities with the entities whose investments Merrill and its Affiliates make available through the Program. Consistent with industry regulations, these 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, licensing arrangements involving indices and effecting portfolio securities transactions for our clients.

In addition, from time to time, BofAS and other of our Affiliates may acquire equity stakes in market centers (e.g., national securities exchanges or alternative trading systems) as part of a strategic investment and therefore stand to participate as a shareholder and investor in the profits that each market center realizes in part from the execution of securities transactions, including transactions for your Account. Additional information regarding these relationships are publicly available in Regulation NMS Rule 606 reports we file with the SEC.

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

### **Participation or Interest in Client Transactions and Conflicts of Interest.**



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

### **Cash Balances and Cash Sweep Program.**

As further described in “Funding and Operation of Accounts—Cash Balances and the Cash Sweep Feature” in item 4, 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 Merrill through its CIO 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 at our Bank Affiliate through the Cash Sweep Program.

Our 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. See “Compensation Received by Us and Our Affiliates-Cash Sweep Program” above.

The only sweep vehicle currently available to you is a bank deposit account at our Bank Affiliate. The greater the amount of the cash balance maintained in your Account (which will be based on a recommendation from us through the CIO) 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 cash alternatives, such as money market funds that are available for investment through the Program. When selecting a Strategy for your Account, there are important considerations regarding cash balances and the management of cash allocations in your Account. Please contact us at 877.444.0916 if you have any questions. For additional information, please see Item 4 at the section “Funding and Operation of Accounts—Cash Balances and the Cash Sweep Feature.”

We address the conflicts of interest associated with the Cash Sweep Program and our Bank Affiliate deposit accounts in a variety of ways, including through disclosure in this Brochure. We also calculate the compensation paid to our associates on the same basis for all Program assets without regard to the amount of cash balance we or our Affiliates receive. We have adopted various policies and procedures reasonably designed to prevent the cash sweep arrangement compensation and other business arrangements from affecting the nature of the advice we and our associates 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.

### **Participation in Affiliate Lending Programs and Margin.**

There are conflicts of interest when you use a loan from Merrill or one of its Affiliates 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 Merrill personnel receive incentive compensation. Likewise, in the case of a loan from our 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.

The lender, whether it be Merrill or its 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, Merrill personnel may recommend that you allocate your investments to your Account that has our Affiliate lender’s lien rather than to another Account without such lien. Another example is that Merrill personnel may recommend a less risky investment in order to minimize the risk of loss with respect to the Affiliate lender’s collateral. Furthermore, Merrill personnel are compensated based on the loan referral and this means he or she can benefit from your borrowing under the lending program, rather than liquidating assets held in the Account. Please refer to Item 6 at the section “Investment Strategies and Risk of Loss” for additional information.

### **Activity by Merrill, its Personnel and Affiliates.**

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 clients in the Program, which differs from that given or taken with regard to other clients. This includes the advice given or actions taken for certain securities, mutual funds, ETFs or investment managers. In some instances, the actions taken by our Affiliates for similar services and programs may conflict with the actions taken by us. This is due to, among other things, the differing nature of our Affiliate’s investment advisory service and differing processes and criteria upon which determinations are made.

From time to time, a shareholder of BofA Corp. may acquire a sufficiently large interest in BofA Corp. 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, will be limited.

We and our Affiliates may provide some or all of the same services

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offered in the Program through other firms, affiliated or unaffiliated with us, which offer programs similar to the Program at fee rates that may differ from the Program Fee.

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

We address these conflicts in a variety of ways, including: through disclosure in this Brochure; our policies that require that our recommendations of Strategies be suitable for each client based upon investment objectives, risk tolerance, financial situation and needs; and a variety of restrictions, procedures and disclosures designed to address potential conflicts of interest — both those arising between and among Accounts as well as between Accounts and our business. For example, our personnel also are subject to personal trading restrictions as detailed in our policies and procedures and Code of Ethics.

### **Trade Execution.**

Principal Trading. We or our Affiliate may execute transactions in your Account on a principal basis (that is, when we or an Affiliate sell a security to you, or buy a security from you, for our own account) as permitted by law, and upon your consent (when required by applicable regulations). Principal transactions may give you access to investment opportunities or trade executions that might not otherwise be available to you, such as trading of fractional shares within your Account. Principal transactions may not be effected for Retirement Accounts, except in accordance with applicable law.

There are conflicts of interest present when we execute transactions in your Account on a principal basis. If Merrill effects a principal transaction for your Account, then in addition to the Program Fee, we receive a benefit from the “spread” or the difference between the price we pay for a security and the price at which we sell it to you, or between the price we may pay for a security that we may buy from you and the price for which we may later sell it. The receipt of additional compensation and an incentive to recommend a transaction involving our inventory present conflicts between our interest and yours. The types of securities that may be purchased or sold on a principal basis in your Account pursuant to the terms of your Client Agreement may change in the future and could become more limited.

Agency-Cross and Other Cross Transactions. We may, at times, have the opportunity to act as agent for both buyer and seller in a transaction for your Account. This is called an agency-cross transaction. Since we generally will receive compensation from each party to an agency-cross transaction, there is a potential 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 Program Fee. The Client Agreement generally gives us permission to engage in agency-cross transactions for your Account, except where prohibited by law. You may revoke your consent at any time by notifying us in

writing.

At times, we may consider a security being sold by one investment advisory client to be appropriate for purchase by another investment advisory client account. In such cases, we may arrange to transfer or “cross” the security directly between the affected accounts. Any cross transactions in your Account would be effected in accordance with applicable law and your Client Agreement. Cross transactions generally will be effected at an independently determined market price and will not result in any additional compensation to us.

For a Retirement Account that is subject to ERISA or the Code’s prohibited transaction rules, transactions, including agency-cross transactions, will be effected by or through Merrill or our Affiliates in compliance with ERISA Section 408(b)(19), U.S. Department of Labor Prohibited Transaction Exemption 86-128, or otherwise in a manner that is not prohibited by ERISA or the Code.

Order Flow, Order Routing and Rebates. We do not receive payment for order flow from liquidity providers to which we route our customer orders in equity securities. We receive rebates from, and pay fees to, certain registered securities exchanges for providing or taking liquidity on those exchanges, according to those exchanges’ published fee schedules approved by the SEC. In some cases, the rebates received by us from an exchange will, over a period of time, exceed the fees paid to the exchange. The rebates and payments from these third parties vary depending on the order and the exchange to which orders are directed and create a conflict of interest because we are incentivized to recommend transactions that provide us with greater rebates or payments from these exchanges.

### **Covered Funds under the Volcker Rule.**

We may provide certain entity clients that qualify as “family wealth management vehicles,” or FWMV clients, with both the Program Services as well as lending services and engage, where permitted, in principal transactions. In doing so, we rely on the exception under the Volcker Rule implementing regulations that is available for FWMV clients and have provided FWMV clients with key disclosures that relate to qualifying for this exception in the Client Agreement.

For certain entity clients that are deemed “covered fund” clients under the Volcker Rule, we are not permitted to offer both Program Services and the availability of margin, lending or other extensions of credit from us or any of our Affiliates, including BANA, or engage in certain principal transactions. Certain other transactions between BANA or its Affiliates and the entity client will also be prohibited.

### **Account Reviews and Reporting.**

An important part of the Program relationship involves providing you with the opportunity to engage in periodic online reviews. These reviews provide updates on the progress of your Account, performance of your Account’s portfolio and other important information about your investments. This review is also an opportunity to ensure that the information you provide is complete, accurate and reflects your financial situation and objectives for the Accounts enrolled in the Program. As noted above, if there are multiple owners on this Account, the

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information you provide should reflect the views and circumstances of all owners on the Account. If you are the fiduciary of this Account for the benefit of the account owner or account holder (e.g., the trustee for a trust or custodian for an UTMA), please keep in mind that these assets will be invested for the benefit of such account owner or account holder.

We will contact you periodically, primarily through electronic means, to request that you review your information for each of the Accounts in the Program and ensure that it is up to date. You will be required to perform your review through the Program Website. In addition, you may receive additional reminders through other means to complete your review through use of the Program Website. If you do not respond to our requests to review your information to ensure it is up to date, we will view that as confirmation that your information continues to be accurate and complete. At that time, we may determine to recommend a new Strategy for your Account. If we recommend a new Strategy for your Account, we will notify you to consider and, if acceptable, to select the new Strategy for your Account.

Because these reviews provide you with important information relating to your Account, you are encouraged to take advantage of these opportunities to participate in Account reviews. If you do not participate in your Account review, we may, in our discretion, terminate your Account.

We will periodically communicate to you important information about how we are managing your assets in the Program. The primary means through which we will communicate with you and memorialize the important terms, conditions and information about your Account and Strategy is through a Program Report (also known as a Portfolio Summary). You will receive a Program Report from us after we accept your enrollment in the Program and when you make a Strategy change and when your Target Asset Allocation for the Account is changed.

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

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

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

to these External Assets and we will not be an investment adviser or a fiduciary with respect to them.

### Client Referrals and Other Arrangements.

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

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

### Financial Information.

Not applicable.

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### Glossary

**“Account”** means the securities account to which the Client Agreement applies and that is enrolled in the Program, as set forth in the Portfolio Summary.

**“Account Risk Tolerance”** is a reflection of your tolerance for potential loss of some or all the assets in your Account in exchange for greater potential returns, which is expressed in three levels; Low (Conservative), Medium (Moderate) and High (Aggressive).

**“Account Time Horizon”** means the timeframe you plan to hold account assets until possible sale, and is a reflection of how long you expect to invest in order to achieve your investment goal, expressed into the time spans of 0-1 years, 1-5 Years, 5-10 years and 10+ years.

**“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.

**“BofAS”** means BofA Securities, Inc., an Affiliate of Merrill.

**“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 your Account type.

**“CIO”** means the Chief Investment Office of MLPF&S.

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

**“Constituent Fund”** means a Fund that is included as part of a Strategy.

**“Effective Date”** means the date the account’s enrollment in the Program is accepted by us.

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

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

**“Fund”** means registered investment companies, including mutual funds and ETFs.

**“Internal Revenue Code”** means the U.S. Internal Revenue Code of 1986, as amended.

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

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

**“NTF”** means a nontraditional mutual fund or ETF registered with the SEC that is classified as an Alternative Investment by us because its principal investment strategies utilize alternative investment strategies or provide for alternative asset exposure as the means to meet its investment objectives.

**“Portfolio Summary”** (also referred to as a Program Report) means a periodic communication sent to you electronically that contains important terms, conditions and information about your Account and Strategy.

**“Program”** means Merrill Guided Investing, an online investment advisory program described in this Brochure.

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

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

**“Related Fund”** means any Fund sponsored, managed, or advised by us, a Related Entity or any of our Affiliates.

**“Retirement Account”** means an individual retirement account within the meaning of Section 408(a) of the Code, a simplified employee pension within the meaning of Section 408(k) of the Code, a simple retirement account within the meaning of Section 408(p) of the Code, and a Roth IRA within the meaning of Section 408A of the Code.

**“SEC”** means the United States Securities and Exchange Commission.

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

**“Strategy”** means an investment strategy developed by the CIO to align to a particular Target Asset Allocation.

**“Target Asset Allocation”** means a recommended allocation of assets in an Account across one or more asset classes. The Target Asset Allocation categories used in this Program are:

- **Conservative** -- primary focus is on portfolio stability and preservation of capital with the achievement of low or negative investment returns in exchange for reduced risk of loss of principal and liquidity.
- **Moderately Conservative** -- primary focus is to achieve a modest level of portfolio appreciation with minimal principal loss and volatility.
- **Moderate** -- primary emphasis is to strike a balance between portfolio stability and portfolio appreciation with the assumption of moderate level of risk and level of volatility and principal loss.
- **Moderately Aggressive** -- primary emphasis is on achieving portfolio appreciation over time with the assumption of a fair amount of risk, and high level of volatility and risk of principal loss.
- **Aggressive** -- primary emphasis is on achieving above-average portfolio appreciation over time with the assumption of substantial risk and a significant level of portfolio volatility.

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

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