



**AwardChoice®**  
**Limited Individual Investor Account Form**  
*Use only with Corporate Equity Compensation  
Programs Serviced by Merrill Lynch  
(For Non-U.S. Persons)*

**Merrill Lynch Account Number**  
**(For Office Use Only)**

**R**

PLEASE PRINT

**Part I – Name of beneficial owner**

Name (First, Middle, Last): \_\_\_\_\_ Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
DD MM YYYY  
(See instructions.)

U.S. taxpayer identification number (SSN or ITIN),  
if required (See instructions.): \_\_\_\_\_ AwardChoice assigned nine-digit account number: \_\_\_\_\_

Permanent residence address (P.O. Box/In-Care-Of Address not acceptable): \_\_\_\_\_ Foreign tax identifying number  
(See instructions.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Daytime phone #: \_\_\_\_\_ Evening phone #: \_\_\_\_\_ Country of citizenship: \_\_\_\_\_ Country of residence: \_\_\_\_\_

Mailing address (if different from above): \_\_\_\_\_

Email address: \_\_\_\_\_

**Part II – Claim for treaty benefits**

The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

**Part III – Other information**

Employer name: \_\_\_\_\_

Are you a member of the board of directors, executive officer, 10% shareholder or someone who has the ability to control corporate action of a public company (a Rule 144 affiliate)? ☐ Yes ☐ No If yes, enter stock symbol of public company: \_\_\_\_\_

**SEC Disclosure:** Do you authorize Merrill Lynch to disclose your name, address, and securities positions to corporations and other issuers in which you own securities, under an SEC rule designed to permit companies to communicate directly with their beneficial owners? ☐ Yes ☐ No

Are you, your spouse or a member of your household employed by Merrill Lynch, Bank of America and its affiliates, a broker-dealer, self-regulatory organization or another financial institution? ☐ Yes ☐ No

If yes, please disclose your household member(s) name and employer(s) name and address: \_\_\_\_\_

\_\_\_\_\_

**Account Authorization:** I have read and agree to the Merrill Lynch Account Terms and Conditions attached to and made part of this application for the AwardChoice Limited Individual Investor Account Form. I agree in advance to arbitrate any controversies which may arise with Merrill Lynch in accordance with the attached Merrill Lynch Account Terms and Conditions, a copy of which I hereby acknowledge receipt. I have read and agree to the terms and conditions of the Instruction and Authorization To Disclose Brokerage Information Related To Participation In Employee Stock Purchase Plan. In addition, I acknowledge that I have been provided the U.S. Consumer Privacy Notice.

Client signature \_\_\_\_\_ Date: DD / MM / YYYY

**Substitute Form W-8BEN Certification:** Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that: (1) I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution, (2) the person named in Part I of this form is not a U.S. person, (3) the income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an applicable income tax treaty, or (c) the partner's share of a partnership's effectively connected income, (4) the person named in Part I of this form is a resident of the treaty country listed in Part II of the form (if any) within the meaning of the income tax treaty between the United States and that country, (5) for broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions, and (6) I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to establish your status as a non-U.S. individual and, if applicable, obtain a reduced rate of withholding.

Signature of Beneficial Owner \_\_\_\_\_ Date: DD / MM / YYYY

Print name of signer \_\_\_\_\_ Capacity in which acting (if form is not signed by beneficial owner) \_\_\_\_\_

**Please note:** This form must be completed in its entirety and your signature is required for both the "Account Authorization" and "Substitute Form W-8BEN Certification." Receipt of an incomplete form will result in the delay of the opening of your brokerage account. Submission of this form does not constitute an order for a transaction. Please refer to your Plan communications to determine how to exercise your awards. You may obtain information about the Securities Investor Protection Corporation (SIPC), including the SIPC Brochure, via the SIPC's website at <http://www.sipc.org> or by calling SIPC at 1.202.371.8300.

## **Merrill Lynch Account Terms and Conditions**

The following terms and conditions shall govern my AwardChoice® Limited Individual Investor Account ("Account") with Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"). This Account has certain limited purposes as described in more detail below.

1. The following transactions may be effected through the Account: (1) the exercise of employee stock options to acquire company stock ("Stock") and an accompanying order to sell the shares of Stock acquired through such exercise; (2) the sale of any Stock held in the Account, including publicly traded securities of any company spun off from the issuer of the Stock held in the Account as a result of such spin-off transaction; and (3) the purchase of shares of the Merrill Lynch money market fund designated for the Account and subsequent sales of those shares. No other securities transactions are permitted.
2. I warrant that I have attained the age of majority in the state/country in which I reside.
3. All transactions are subject to the constitution, rules, regulations, usages, rulings and interpretations of the exchange or market and its clearinghouse, if any, where the transactions are executed, and if not executed on any exchange, the Financial Industry Regulatory Authority.
4. **Delivery Instructions.** I have established an Account with Merrill Lynch in order to settle my Stock. I hereby authorize my employer or its stock agent(s) to register the Stock issued in connection with my equity awards in the name of Merrill Lynch (the agent and nominee for my Account) or in the name of Merrill Lynch's designated nominee or in my name. I also authorize and instruct my employer to deliver the Stock issued pursuant to my equity awards to Merrill Lynch by the required settlement date of the transaction. I understand that the Stock will only be issued if full payment is made with respect to all of the costs associated with my equity awards. This authorization is irrevocable, and will continue in full force and effect and will apply to each equity award under my employer's plan, using the services of Merrill Lynch.
5. I agree that commissions, fees (including but not limited to account, service and processing fees), taxes and other charges on any transaction in my Account, or any service for my Account, will be in accordance with the commissions, fees, rates and charges in effect at Merrill Lynch at the time of the transaction or the provision of service (collectively, the "Fees"). I agree to pay the Fees and agree the Fees will be charged to my Account. I agree that at all times I am liable for the payment of, and agree to pay on demand, any Fees, debit balance(s), including a debit balance for Fees, indebtedness or other obligations owing in, or in connection with a transaction in, my Account (collectively, the "Indebtedness"). I agree that I am liable for any deficiency remaining on such Indebtedness in the event of the liquidation of securities and other property in my Account, in whole or in part, by Merrill Lynch or by me. I agree that to the extent permitted by the laws of the State of New York, Merrill Lynch shall collect from me reasonable costs and expenses of collection of any Indebtedness, including any unpaid deficiency remaining on such Indebtedness, including but not limited to attorneys' fees that Merrill Lynch incurs or pays in connection with such efforts (collectively, the "Costs"). I agree that Merrill Lynch may satisfy any amounts I owe to Merrill Lynch, including Fees, Indebtedness and Costs, by deducting such amounts from my Account, including deduction from available free credit balances and other assets in my Account, or by deducting from the proceeds of the sale of Stock in my Account, if applicable. If necessary, I authorize and instruct Merrill Lynch to sell assets in my Account to pay those amounts due.
6. I hereby grant a security interest to Merrill Lynch in all securities, including Stock, and other property held in my Account from time to time in which I have an interest for the payment of all my Indebtedness and Costs, which security interest will not terminate even if a security or other property is delivered to me. I agree that all securities, including Stock, and other property held in my Account from time to time in which I have an interest shall be subject to a valid and enforceable lien in favor of Merrill Lynch for the discharge of all Indebtedness and Costs that I may owe to Merrill Lynch, including any Indebtedness to Merrill Lynch in connection with the settlement of my equity awards. In enforcing Merrill Lynch's security interest or lien, I agree Merrill Lynch shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. All securities and other property will be treated as financial assets under Article 8 of the State of New York Uniform Commercial Code. For the avoidance of doubt, all Stock held or carried in the Account shall be subject to a lien for the discharge of any funds advanced for the payment of the stock option exercise price, applicable taxes, interest, and any fees or commission, including account fees. I understand that these charges shall be deducted from the proceeds of the sale of the Stock, and that I shall be liable to Merrill Lynch for any deficiency remaining in the Account after the sale of the Stock and that I shall make payment of this deficiency to Merrill Lynch.
7. **Governing Law.** This Agreement, including these Merrill Lynch Account Terms and Conditions, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its choice of law or conflict of law principles.

**8. Agreement to Arbitrate Controversies.**

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

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

I agree that all controversies that may arise between Merrill Lynch and me, including, but not limited to, those involving any transaction or the construction, performance or breach of this or any other agreement between Merrill Lynch and me, whether entered into prior to, on, or subsequent to the date hereof, shall be determined by arbitration.

Any arbitration pursuant to this provision shall be conducted only before the Financial Industry Regulatory Authority, Inc. (FINRA) or an arbitration facility provided by any other exchange on which Merrill Lynch is a member, and in accordance with the respective arbitration rules then in effect of FINRA or such other exchange. I may elect in the first instance whether arbitration shall be conducted before FINRA or another exchange of which Merrill Lynch is a member, but if I fail to make such election by registered letter addressed to Merrill Lynch at the office where I maintain my account, or such other address that Merrill Lynch may advise me of from time to time, before the expiration of five days after receipt of a written request from Merrill Lynch to make such election, then Merrill Lynch may make such election. Judgment upon the award of the arbitrators may be entered in any court, state or federal, having jurisdiction.

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

9. Merrill Lynch may combine my order to sell the Stock with all other such orders received on a daily basis from other Merrill Lynch clients. In some cases, orders may be executed over a period of time and the average price of the shares shall be the price per share allowable to me.
10. Cash dividends, if any, on shares held for my Account on the record date for dividends will be credited to my Account on payment date. My pro-rata share of any Stock dividends and Stock splits will be credited to my Account. Information on dividends paid on the Stock held in my Account will be sent to the Internal Revenue Service and to me as required by law. However, dividends may become payable to the purchaser of the shares. If I am selling all or some of the shares of Stock, I understand and agree that I am responsible for any and all dividends, rights or payments of any kind that are or may become payable to the purchaser of such Stock prior to the registration of such Stock in the name of Merrill Lynch. I agree to pay or deliver to Merrill Lynch upon demand, any and all funds, securities, dividends or distributions due Merrill Lynch in the event that for any reason, the Stock to be issued pursuant to the settlement of my equity awards is not promptly delivered to Merrill Lynch.
11. On receipt by you or your legal representative of notice of my legal incapacity or death, the options and Stock in my Account, or the proceeds of the sale of the Stock shall be held pending receipt of proper authorization and instructions.
12. Transactions shall be limited to those described in these Terms and Conditions or which Merrill Lynch may from time to time announce. I acknowledge and agree that my employer may request that Merrill Lynch follow my employer's instructions with respect to the acceptance or execution of my orders to transact in this Account. I authorize Merrill Lynch to follow my employer's instructions, including, but not limited to, instructions to not accept my orders to transact in company stock in this Account. As a result, I acknowledge and agree that any acceptance or execution of my orders to transact in this Account may be delayed or never occur. I agree to hold Merrill Lynch harmless from any liability in connection with this authorization.

13. A statement of all activity in my Account will be sent as required by law or regulations.
14. Merrill Lynch's liability shall be limited to the liability of a broker-dealer acting as an agent or principal with respect to the exercise of options, the purchase or sale of a client's securities, and Merrill Lynch shall not be liable for the acts or omissions of any other person.
15. Merrill Lynch will aim to reduce the occurrence of circumstances that lead to its clients receiving substitute interest or dividend payments for their securities in lieu of payments from the issuer of the securities. For municipal securities, we may do so by informing clients when such circumstances arise in a transaction, and giving clients the opportunity to instruct us to either: (i) cancel and correct the transaction in question if a cancellation and correction can reasonably be executed or (ii) purchase a comparable security if a comparable security is available for purchase. There may be circumstances where a transaction cannot reasonably be cancelled or corrected or a comparable security is not available for purchase, which may lead to clients receiving substitute payments for their securities in lieu of payments from the issuer of the securities. Clients may receive substitute payments for their securities under a number of circumstances in normal business activities that may create a temporary shortfall that results in Merrill Lynch holding an insufficient amount of the securities at the Depository Trust Company to enable all of our clients to receive the actual payment from the issuer of the securities. Under such circumstances, we will use an internal lottery system to determine on a random basis which clients to allocate substitute payments to. Clients who receive a substitute payment will see the payment indicated as such in their account statements. Merrill Lynch is committed to ensuring that its clients are not adversely impacted by their receipt of substitute payments. Therefore, to the extent substitute payments are made to our clients, Merrill Lynch will "gross up" substitute payments after the close of the year the payments are made to compensate you for any federal tax liabilities that might be incurred, including an amount equal to the tax liability on the gross up itself, in accordance with our policies, copies of which will be provided upon request.
16. This Agreement shall be binding on my heirs, executors, administrators, successors and assigns; and this agreement shall inure to the benefit of the successors of Merrill Lynch by merger, consolidation, or otherwise, and its assigns, and Merrill Lynch is authorized to transfer to any such successors and assigns.
17. Merrill Lynch shall have the right to amend these Terms and Conditions by modifying or rescinding any of its existing provisions or by adding a new provision. Any such amendment shall be effective as of a date to be established by Merrill Lynch. Merrill Lynch may terminate my Account at any time.

## General Instructions for Substitute Form W-8BEN

**Purpose of Form.** Foreign persons are subject to U.S. tax at a 30% rate on income they receive from U.S. sources that consists of such items as:

- Interest (including certain original issue discount (OID));
- Dividends;
- Other fixed or determinable annual or periodical gains, profits, or income.

You may also be required to submit Form W-8BEN to claim an exception from domestic information reporting and backup withholding for certain types of income that are not subject to foreign-person withholding. Such income includes:

- Broker proceeds.
- Short-term (183 days or less) original issue discount (OID).
- Bank deposit interest.
- Foreign source interest, dividends, rents or royalties.

A withholding agent or payer of the income may rely on a properly completed Form W-8BEN to treat a payment associated with the Form W-8BEN as a payment to a foreign person who beneficially owns the amounts paid. If applicable, the withholding agent may rely on the Form W-8BEN to apply a reduced rate of withholding at source.

Provide Form W-8BEN to the withholding agent or payer before income is paid or credited to you. Failure to provide a Form W-8BEN when requested may lead to withholding at a 30% rate (foreign-person withholding) or the backup withholding rate.

**Who must file.** You must give Form W-8BEN to the withholding agent or payer if you are a foreign person and you are the beneficial owner of an amount subject to withholding. Submit Form W-8BEN when requested by the withholding agent or payer whether or not you are claiming a reduced rate of, or exemption from, withholding.

**Do not** use Form W-8BEN if:

- You are a U.S. citizen (even if you reside outside the United States) or other U.S. person (including a resident alien individual). Instead, use **Form W-9**, Request for Taxpayer Identification Number and Certification.
- You are a disregarded entity with a single owner that is a U.S. person and you are not a hybrid entity claiming treaty benefits. Instead, provide Form W-9.

**Giving Form W-8BEN to the withholding agent.** **Do not** send Form W-8BEN to the IRS. Instead, give it to the person who is requesting it from you. Generally, this will be the person from whom you receive the payment or who credits your account. Give Form W-8BEN to the person requesting it before the payment is made to you or credited to your account. If you do not provide this form, the withholding agent may have to withhold at a 30% rate (foreign-person withholding) or backup withholding rate. If you receive more than one type of income from a single withholding agent for which you claim different benefits, the withholding agent may, at its option, require you to submit a Form W-8BEN for each different type of income. Generally, a separate Form W-8BEN must be given to each withholding agent.

**Note:** If you own the income or account jointly with one or more other persons, the income or account will be treated by the withholding agent as owned by a foreign person if Forms W-8BEN are provided by all of the owners. If the withholding agent receives a Form W-9 from any of the joint owners, the payment must be treated as made to a U.S. person.

If you are providing this Form W-8BEN to document yourself with respect to a financial account that you hold at a U.S. office of a financial institution, provide the tax identifying number (TIN) issued to you by your jurisdiction of tax residence unless: You have not been issued a TIN, or the jurisdiction does not issue TINs. If you have not provided your jurisdiction of residence TIN on the Form, provide your date of birth on the Form.

If you are providing this Form W-8BEN to document yourself with respect to a financial account that you hold with a U.S. office of a financial institution, provide your date of birth. Use the following format to input your information MM-DD-YYYY. For example, if you were born on April 15, 1956, you would enter 04-15-1956.

**Change in circumstances.** If a change in circumstances makes any information on the Form W-8BEN you have submitted incorrect, you must notify the withholding agent or payer within 30 days of the change in circumstances and you **must** file a new Form W-8BEN or other appropriate form.

If you use Form W-8BEN to certify that you are a foreign person, a change of address to an address in the United States is a change in circumstances. Generally, a change of address within the same foreign country or to another foreign country is not a change in circumstances. However, if you use Form W-8BEN to claim treaty benefits, a move to the United States or outside the country where you have been claiming treaty benefits is a change in circumstances. In that case, you must notify the withholding agent or payer within 30 days of the move.

If you become a U.S. citizen or resident after you submit Form W-8BEN, you are no longer subject to the 30% foreign-person withholding rate. You must notify the withholding agent or payer within 30 days of becoming a U.S. citizen or resident. You may be required to provide a Form W-9. For more information, see Form W-9 and instructions.

**Expiration of Form W-8BEN.** Generally, a Form W-8BEN provided without a U.S. taxpayer Identification number (TIN) will remain in effect for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect. For example, a Form W-8BEN signed on September 30, 2015, remains valid through December 31, 2018.

**For your convenience, the following definitions may be helpful:**

**Beneficial owner.** For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income.

Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust. The beneficial owners of income paid to a foreign partnership are generally the partners in the partnership, provided that the partner is not itself a partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of income paid to a foreign simple trust (that is, a foreign trust that is described in section 651(a)) are generally the beneficiaries of the trust, if the beneficiary is not a foreign partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of a foreign grantor trust (that is, a foreign trust to the extent that all or a portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679) are the persons treated as the owners of the trust. The beneficial owners of income paid to a foreign complex trust (that is a foreign trust that is not a foreign simple trust or foreign grantor trust) is the trust itself.

The beneficial owner of income paid to a foreign estate is the estate itself.

**Amounts subject to withholding.** Generally, an amount subject to withholding is an amount from sources within the United States that is fixed or determinable annual or periodical (FDAP) income. FDAP income is all income included in gross income, including interest (as well as OID), dividends, rents, royalties, and compensation. FDAP income does not include most gains from the sale of property (including market discount and option premiums).

**Permanent residence address.** Is the address in the country where you claim to be a resident for purposes of that country's income tax. If you are giving Form W-8BEN to claim a reduced rate of withholding under an income tax treaty, you must determine your residency in the manner required by the treaty. **Do not** show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

**Claim for treaty benefits.** Enter the country where you claim to be a resident for income tax treaty purposes. For treaty purposes, a person is a resident of a treaty country if the person is a resident of that country under the terms of the treaty.

**Signature of beneficial owner.** Form W-8BEN must be signed and dated by the beneficial owner of the income, or, if the beneficial owner is not an individual, by an authorized representative or officer of the beneficial owner. If Form W-8BEN is completed by an agent acting under a duly authorized power of attorney, the form must be accompanied by the power of attorney in proper form or a copy thereof specifically authorizing the agent to represent the principal in making, executing, and presenting the form.

**Form 2848, Power of Attorney and Declaration of Representative,** may be used for this purpose. The agent, as well as the beneficial owner, may incur liability for the penalties provided for an erroneous, false, or fraudulent form.

**Broker transactions or barter exchanges.** Income from transactions with a broker, or barter exchanges, is subject to reporting rules and backup withholding unless Form W-8BEN or a substitute form is filed to notify the broker or barter exchange that you are an exempt foreign person.

## **INSTRUCTION AND AUTHORIZATION TO DISCLOSE BROKERAGE INFORMATION RELATED TO PARTICIPATION IN EMPLOYEE STOCK PURCHASE PLAN**

In connection with Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") providing certain recordkeeping and related services for employee stock purchase plan(s) (each a "Plan" and collectively the "Plans"), your employer or a related company (the "Company") requested that Merrill Lynch provide to Company and Company's service provider(s) certain information about Plan participant brokerage account relationships with Merrill Lynch that are applicable to participation in the Plans. If you are or will be a Plan participant, Merrill Lynch is requesting your authorization and permission to share and to transmit such information to Company and Company's service provider(s).

By signing the AwardChoice Limited Individual Investor Account Form under the Account Authorization section, you instruct and authorize Merrill Lynch to share and to transmit information about your brokerage account relationship with Merrill Lynch that is applicable to your participation in one or more Plans, such as account value, stock balance, stock sale, and stock transfer information, to Company and Company's service providers.

### **NEW ZEALAND RESIDENTS**

Merrill Lynch received an exemption from the New Zealand Financial Markets Authority whereby it is exempted from the regulations of the Financial Advisers (Custodian of FMCA Products) Regulations 2014 (the "Regulations") and sections 77P to 77T of the Financial Advisers Act 2008 (the "Act") in respect of money and property received from New Zealand clients (the "Exemption").

As such, Merrill Lynch is:

- (i) acting in reliance on the Exemption;
- (ii) not required to comply with the obligations in relation to client money and client property in the Regulations and sections 77P to 77T of the Act, except that Merrill Lynch may not use client money and property received from a New Zealand client in any way other than as expressly directed by such client (either generally or specifically); and
- (iii) required to comply with the terms and conditions of Merrill Lynch's registration as a broker-dealer with the U.S. Securities and Exchange Commission, the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any rules and regulations under the Exchange Act.

## FACTS

WHAT DOES BANK OF AMERICA DO  
WITH YOUR PERSONAL INFORMATION?

## Why?

Financial companies choose how they share your personal information. Under federal law, that means personally identifiable information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

## What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- account balances, transaction history and credit information
- assets and investment experience

## How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of America chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bank of America share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — with service providers we use to offer our products and services to you (please see below to limit the ways we contact you)	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For nonaffiliates to market to you</b> — for all credit card accounts	Yes	Yes
<b>For nonaffiliates to market to you</b> — for accounts and services endorsed by another organization (e.g., debit card co-branded with a baseball team) "Sponsored Accounts"	Yes	Yes
<b>For nonaffiliates to market to you</b> — for accounts other than credit card accounts and Sponsored Accounts, such as insurance, investments, deposit and lending	No	We don't share

To limit  
our sharing

- Visit us online: [bankofamerica.com/privacy](http://bankofamerica.com/privacy)
  - Call 888.341.5000—our menu will prompt you through your choices
  - Talk to your assigned financial advisor
- Please note:** If you are a **new** customer, we can begin sharing your information 45 days from the date we sent this notice. When you are **no longer** our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

To limit  
direct  
marketing  
contact

- Visit us online: [bankofamerica.com/privacy](http://bankofamerica.com/privacy)
  - Call 888.341.5000— our menu will prompt you through your choices
  - Talk to your assigned financial advisor
- Please note:** Direct marketing is email, postal mail and telephone marketing. Your telephone and postal mail opt-out choices will last for five years, subject to applicable law. Even if you limit direct marketing, we may still contact you to service your account or as otherwise allowed by law.

## Questions?

Call 888.341.5000 or go to [bankofamerica.com/privacy](http://bankofamerica.com/privacy)



## Who we are

<b>Who is providing this notice?</b>	Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, U.S. Trust or Merrill Lynch, as well as the entities listed in the <i>Bank of America U.S. legal entities</i> section.
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## What we do

<b>How does Bank of America protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit <a href="http://bankofamerica.com/security">bankofamerica.com/security</a> or <a href="http://ml.com/security">ml.com/security</a> .
<b>How does Bank of America collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• open an account or perform transactions</li> <li>• apply for a loan or use your credit or debit card</li> <li>• seek advice about your investments</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit some but not all sharing related to: <ul style="list-style-type: none"> <li>• affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• nonaffiliates to market to you</li> </ul> State laws and individual Bank of America companies may give you more rights to limit sharing. See <i>Other important information</i> section for your rights under state law.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to you alone unless you tell us otherwise. However, your choice to limit sharing with nonaffiliates to market to you for credit card accounts or Sponsored Accounts will apply to all joint account holders. If you have more than one credit card account or Sponsored Account and you choose to opt out, you will need to do so for each account.

## Definitions

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Our affiliates include companies that utilize the names Bank of America, Banc of America, U.S. Trust or Merrill Lynch, as well as financial companies such as General Fidelity Life Insurance Company.</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include financial services companies such as insurance agencies or mortgage brokers, nonfinancial companies such as retailers, travel companies and membership groups, other companies such as nonprofit groups.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Our joint marketing partners include financial services companies.</li> </ul>

## Other important information

**Do Not Call Policy.** This notice is the Bank of America Do Not Call Policy under the Telephone Consumer Protection Act. We do not solicit via telephone numbers listed on the state or federal Do Not Call lists, unless the law allows. Bank of America employees receive training on how to document and process telephone marketing choices. Consumers who ask not to receive telephone solicitations from Bank of America will be placed on the Bank of America Do Not Call list and will not be called in any future campaigns, including those of Bank of America affiliates.

**Call Monitoring and Recording.** If you communicate with us by telephone, we may monitor or record the call.

**For Nevada residents only.** We are providing you this notice under state law. You may be placed on our internal Do Not Call List by following the directions in the *To limit direct marketing contact* section. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702.486.3132; email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us); Bank of America, P.O. Box 25118 Tampa, FL 33622-5118; Phone number: 888.341.5000; Click on "Contact Us" at [bankofamerica.com/privacy](http://bankofamerica.com/privacy).

**Vermont:** Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our corporate family, unless the law allows. For example, we may share information with your consent, to service your accounts or under joint marketing agreements with other financial institutions with which we have joint marketing agreements. We will not share information about your creditworthiness within our corporate family except with your consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

**California:** Under California law, we will not share information we collect about you with companies outside of Bank of America, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.

**For Insurance Customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA only.** The term “Information” in this part means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience or auditors as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical Information so we can learn if you qualify for coverage, process claims or prevent fraud or if you say we can. To see your Information, write Insurance Services, TX2-980-01-43, 4200 Amon Carter Blvd., Fort Worth, TX 76155, Attn: Data Request. You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**For MA Insurance Customers only.** You may ask, in writing, for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

### Bank of America U.S. legal entities

Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, U.S. Trust or Merrill Lynch, as well as the following entities: BACAP Alternative Advisors, Inc., General Fidelity Life Insurance Company, Managed Account Advisors LLC, NationsCredit Financial Services Corporation.



Please complete and mail to the address below:

Merrill Lynch  
1400 American Blvd.  
MSC NJ2-140-03-17  
Pennington, New Jersey 08534  
USA

If you have questions regarding your account, please contact a Merrill Lynch Plan Participant Services Representative at 1.877.767.2404 in the United States, Canada and Puerto Rico or 1.609.818.8894 from other locations.



Merrill Lynch Wealth Management makes available products and services offered by Merrill Lynch, Pierce, Fenner & Smith Incorporated, a registered broker-dealer and member SIPC, and other subsidiaries of Bank of America Corporation ("BAC"). Banking products are provided by Bank of America, N.A., and affiliated banks, members FDIC and wholly owned subsidiaries of BAC. Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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