

**SUPPLEMENT NO. 6 DATED 20 FEBRUARY 2026 TO  
THE BASE PROSPECTUS DATED 18 JULY 2025**



**Bank of America Corporation**  
(a Delaware (U.S.A.) Corporation)

**Merrill Lynch B.V.**  
(a Dutch Private Limited Liability Company)

**NOTE, WARRANT AND CERTIFICATE PROGRAMME**

Unconditionally and irrevocably guaranteed  
(in respect of Instruments issued by Merrill Lynch B.V.)

by

**Bank of America Corporation**

**Supplement to the Base Prospectus**

This supplement (the "**Supplement**") to the base prospectus of Bank of America Corporation ("**BAC**") and Merrill Lynch B.V. ("**MLBV**") dated 18 July 2025 (the "**Original Base Prospectus**") (as supplemented on 12 August 2025, 14 October 2025, 22 October 2025, 6 November 2025, and 21 January 2026 and together with this Supplement, the "**Base Prospectus**"), prepared in connection with the Note, Warrant and Certificate Programme (the "**Programme**") of BAC and MLBV constitutes a supplement for the purposes of Article 23(1) of Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**"). Terms defined in the Base Prospectus have the same meanings when used in this Supplement.

On 18 July 2025, the Base Prospectus was approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") as competent authority under the EU Prospectus Regulation and by the Luxembourg Stock Exchange for the purpose of giving information with regard to the issue of Exempt Instruments only by the Issuers under the Programme during the period of 12 months from the date of the Base Prospectus.

This Supplement is supplemental to, and shall be read in conjunction with, the Base Prospectus. To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference into the Base Prospectus, the statements in (a) above will prevail.

The Supplement has been approved by the CSSF as competent authority under the EU Prospectus Regulation. The CSSF only approves the Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. The CSSF does not approve the information relating to the issue of Exempt Instruments.

The Supplement has also been approved by the Luxembourg Stock Exchange under Part IV of the Luxembourg law dated 16 July 2019 on prospectuses for securities, for the purpose of giving information with regard to the issue of Exempt Instruments. The Supplement has been deposited with SIX Exchange Regulation Ltd. in its capacity as review body pursuant to article 54 of the Swiss Financial Services Act of 15 June 2018, as amended.

## **Right of withdrawal**

**In accordance with Article 23(2) of the EU Prospectus Regulation, investors in the European Economic Area who have already agreed to purchase or subscribe for Instruments issued under the Base Prospectus before this Supplement is published and where the Instruments have not yet been delivered to them at the time when the significant new factor, material mistake or material inaccuracy to which this Supplement relates arose or was noted have the right, exercisable within three working days after the publication of this Supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy to which this Supplement relates arose or was noted before the closing of the offer period or the delivery of the securities, whichever occurs first. This right is exercisable up to, and including, 25 February 2026. Investors may contact the relevant Authorised Offeror(s) (as set out in the Final Terms of the relevant Instruments) should they wish to exercise such right of withdrawal.**

## **Responsibility**

BAC accepts responsibility for the information contained in this Supplement and to the best of the knowledge of BAC, the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect its import.

MLBV accepts responsibility for the information contained in this Supplement and to the best of its knowledge, the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect its import.

## **Purpose of this Supplement**

The purpose of this Supplement is to:

- update the section of the Base Prospectus entitled "*Commonly Asked Questions about the Base Prospectus*";
- update the section of the Base Prospectus entitled "*Form of Final Terms of the Notes*"; and
- update the section of the Base Prospectus entitled "*General Terms and Conditions of the Notes*".

## **Application of Amendments in this Supplement**

The amendments included in this supplement to terms and conditions of the Instruments and form of the final terms shall only apply to final terms, the date and time of which falls on or after the approval of this supplement.

## Information being supplemented

### 1. Updating of the section entitled "Commonly Asked Questions about the Base Prospectus"

Commonly Asked Question 28 "How is the Early Redemption Amount (in the case of Notes) or Early Settlement Amount (in the case of W&C Instruments) determined" on page 136 of the Original Base Prospectus shall be deleted and replaced with the following:

#### **"28. How is the Early Redemption Amount (in the case of Notes) or Early Settlement Amount (in the case of W&C Instruments) determined?"**

##### *Notes*

Where the Instruments are redeemed early pursuant to the Terms and Conditions of the Notes, the Early Redemption Amount is determined on a date prior to the scheduled redemption date (except in the case of early redemption pursuant to Condition 11 (*Events of Default and Rights of Acceleration*), where the Early Redemption Amount will be determined on the due date for early redemption of the Instruments). The Early Redemption Amount you will receive will be equal to:

- (A) where the Issue Terms specify the "Early Redemption Amount" to be a specific amount, such amount;
- (B) where the Issue Terms specify the "Early Redemption Amount" to be "Market Value (90 per cent. floor)", an amount equal to the fair market value of the Note, and if "Deduction of Associated Costs" is specified as applicable in the Issue Terms, such amount *less* Associated Costs, provided that in no event shall the Early Redemption Amount of each Note be less than 90 per cent. of the Specified Denomination of such Note;
- (C) where the Issue Terms specify the "Early Redemption Amount" to be "Amortised Face Amount" and:
  - (1) "Linear" is specified as applicable in such Issue Terms, an amount calculated as the product of the Accrual Yield (without any compounding) being applied to the Reference Price accruing from (and including) the Accretion Start Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable, expressed as a formula as follows:

$$\text{Early Redemption Amount} = \text{RP} \times [1 + (\text{AY} \times y)]$$

- (2) "Compounded" is specified as applicable in such Issue Terms, an amount calculated as the product of the Accrual Yield (compounded annually) being applied to the Reference Price accruing from (and including) the Accretion Start Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable, expressed as a formula as follows:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

- (3) "Modified Linear" is specified as applicable in such Issue Terms, an amount calculated as the product of the Accretion Yield (without any compounding) for each Accretion Period being applied to the Reference Price accruing from (and including) the Accretion Start Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable, expressed as a formula as follows:

$$\text{Early Redemption Amount} = \text{RP} \times \left[ 1 + \sum_{i=1}^n (\text{Accretion Yield}_i \times y_i) \right]$$

- (4) "Modified Compounded" is specified as applicable in such Issue Terms, an amount calculated as the product of the Accretion Yield (compounded annually) for each Accretion Period being applied to the Reference Price accruing from (and including) the Accretion Start Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable, expressed as a formula as follows:

$$\text{Early Redemption Amount} = \text{RP} \times \left[ \prod_{i=1}^n (1 + \text{Accretion Yield}_i)^{y_i} \right]$$

- (D) where the Issue Terms specify the "Early Redemption Amount" to be "Inflation Linked: Delta One (Early Redemption Amount)", an amount calculated as the product of the Calculation Amount multiplied by the percentage change in the level of the Inflation Index determined in respect of the date upon which the Note becomes due and repayable (subject to a minimum amount), expressed as a formula as follows (and, if applicable, plus any accrued but unpaid interest to (but excluding) the due date for the early redemption of such Note):

$$\text{NA} \times \text{Max} \left( \text{DO Floor}; \frac{\text{DO Inflation Index Level}_{\text{ER}}}{\text{DO Inflation Index Level}_{\text{Initial}}} \right)$$

- (E) in all other cases, an amount equal to the fair market value of the Note, and if "Deduction of Associated Costs" is specified as applicable in the Issue Terms, such amount *less* Associated Costs.

Associated Costs are amounts equal to each Note's pro rata share of the total amount of any costs associated or incurred by the Issuer or any Affiliate in connection with early redemption (for example, costs associated with unwinding any funding relating to the Notes and costs associated with unwinding any hedge positions relating to the Notes).

### ***W&C Instruments***

Where the Instruments are settled early pursuant to the Terms and Conditions of the W&C Instruments, you will receive an Early Settlement Amount on a date prior to the scheduled redemption date that will be equal to the fair market value, and if "Deduction of associated costs" is specified as applicable in the Issue Terms, such amount *less* the cost to the Issuer and/or its Affiliates or agents of unwinding any underlying hedging arrangements related to the Instruments (which may include funding costs in respect of such hedging arrangements).

Such Early Redemption Amount and Early Settlement Amount shall be determined by the Calculation Agent as soon as reasonably practicable following the event giving rise to the early redemption or settlement of the Instruments and, if appropriate, by reference to such factors as the Calculation Agent considers to be appropriate."

## **2. *Updating of the section entitled "Form of Final Terms of the Notes";***

The section entitled "Form of Final Terms of the Notes" shall be amended as follows:

- (a) Line item 20 of the Form of Final Terms of the Notes on page 163 of the Original Base Prospectus shall be deleted and replaced with the following:

- "20. Zero Coupon Notes: [Applicable] [Not Applicable]
- (a) Accrual Yield: [[●] per cent. per annum] [Not Applicable] (*Insert in the case of a Zero Coupon Note where "Linear" or "Compounded" is specified to be applicable*)
- (b) Accretion Yield: [[●] per cent. per annum] [See the Accretion Period Table below] [Not Applicable] (*Insert in the case of a Zero Coupon Note where "Modified Linear" or "Modified Compounded" is specified to be applicable*)
- (c) Reference Price: [●] per Calculation Amount
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7(H)(c) and 7(M) apply] [●] (*Consider applicable day count fraction if not U.S.\$ denominated*)
- (e) Accretion Start Date: [See the Accretion Period Table below]<sup>15</sup> [●]<sup>16</sup> [The Issue Date]<sup>17</sup>
- (f) Accretion Period Demarcation Date(s): [●] [See the Accretion Period Table below] [Not Applicable]

**Accretion Period Table** (*Include the following table if relevant*)

[Accretion Period <sub>i</sub> ]	[Accretion Period Start Date]	[Accretion Period Demarcation Date(s)]	[Accretion Yield per cent. per annum]
[●]	[●] (the "Accretion Start Date")	[●]	[●]
[●]	[●]	[●]	[●]"

<sup>15</sup> Insert in case of a Zero Coupon Note specified as "Modified Linear" or "Modified Compounded" with variable Accretion Yields.

<sup>16</sup> Insert in case of a Zero Coupon Note specified as "Linear" or "Compounded" where the Accretion Start Date is different from the Issue Date.

<sup>17</sup> Insert in case of a Zero Coupon Note specified as "Linear" or "Compounded" where the Accretion Start Date is the Issue Date.

- (b) Line item 28 of the Form of Final Terms of the Notes on page 196 of the Original Base Prospectus shall be deleted and replaced with the following:

- "28. Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on an event of default or on an illegality or following a Currency Substitution Event (or otherwise in accordance with the terms and conditions of the [●] per Calculation Amount
- [Market Value (no floor):] [Market Value (90 per cent. floor):] [(plus any accrued but unpaid interest to (but excluding) the due date for the early redemption of the Note)] [Deduction of Associated Costs is [applicable][not applicable]] (*To confirm with BofA legal if*

Notes, including pursuant to the Underlying Linked Conditions): *"Deduction of Associated Costs" is specified as not applicable)*

[Amortised Face Amount:  
[Linear]/[Compounded]/[Modified  
Linear]/[Modified Compounded] is applicable,  
as set out in Condition 7(H)(c)]

[Underlying Linked Interest Note – "Inflation Linked: Delta One (Early Redemption Amount)": [Applicable [(plus any accrued but unpaid interest to (but excluding) the due date for the early redemption of the Note)]] [Not Applicable]

*(N.B. "Market Value (90 per cent. floor): Deduction of Associated Costs is applicable" should be specified for Notes issued by BAC which fall under Condition 7(H)(b) and are intended to be treated as indebtedness for United States federal income tax purposes)*

*(N.B. In the case of Index Linked, Share Linked, GDR/ADR Linked, FX Linked, Fund Linked, Inflation Linked, Credit Linked, Hybrid Instruments Linked or other variable linked, consider deducting the cost to the Issuer and/or its affiliates of unwinding or adjusting any underlying or related funding and/or hedging arrangements in respect of the Notes)]"*

### 3. Updating of the section entitled "General Terms and Conditions of the Notes";

General Note Condition 7(H)(c) (*Early Redemption Amounts*) on page 271 of the Original Base Prospectus shall be deleted and replaced with the following:

"(c) in the case of a Zero Coupon Note (other than an Index Linked Note, a Share Linked Note, a GDR/ADR Linked Note, an FX Linked Note, a Fund Linked Note, an Inflation Linked Note, a Credit Linked Note, a Reference Rate Linked Redemption Note or a Hybrid Basket Linked Note), at an amount per Calculation Amount of each Note (the "**Amortised Face Amount**") determined by the Calculation Agent in accordance with (i), (ii), (iii) or (iv) below, as applicable, provided that if the early redemption date falls prior to the Accretion Start Date, the Early Redemption Amount will be equal to 100 per cent. of its Calculation Amount:

(i) if "Linear" is specified to be applicable in the Issue Terms, in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times [1 + (\text{AY} \times y)]$$

(ii) if "Compounded" is specified to be applicable in the Issue Terms, in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

- (iii) if "Modified Linear" is specified to be applicable in the Issue Terms, in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times \left[ 1 + \sum_{i=1}^n (\text{Accretion Yield}_i \times y_i) \right]$$

- (iv) if "Modified Compounded" is specified to be applicable in the Issue Terms, in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times \left[ \prod_{i=1}^n (1 + \text{Accretion Yield}_i)^{y_i} \right]$$

where:

" $\Sigma$ " means the summation of the terms specified in the relevant formula, pursuant to which the values of the expression appearing to the right of the  $\Sigma$  symbol are added together for each of  $i=1$  to  $i=n$ , taken over the range of values (if any) indicated above and below the  $\Sigma$  symbol;

" $\prod$ " means the mathematical operation of product, pursuant to which the values of the expression appearing to the right of the  $\prod$  symbol are multiplied together for each of  $i=1$  to  $i=n$ , over the range of such values indicated above and below the  $\prod$  symbol;

"**Accretion Period**" means a period from (and including) an Accretion Period Demarcation Date (or in respect of the first Accretion Period, the Accretion Start Date) to (and excluding) the next Accretion Period Demarcation Date (or in respect of the final Accretion Period, the Maturity Date or the early redemption date (as the case may be));

"**Accretion Period Demarcation Date**" means each date as specified in the Issue Terms;

"**Accretion Start Date**" means the date as specified in the Issue Terms, or if not so specified, the Issue Date;

"**Accretion Yield<sub>i</sub>**" means for each Accretion Period<sub>i</sub>, the Accretion Yield specified for such Accretion Period<sub>i</sub> in the Issue Terms expressed as a decimal, as specified in the Issue Terms;

"**AY**" means the Accrual Yield expressed as a decimal, as specified in the Issue Terms;

"**i**" means a series of whole numbers from one to "n", each representing a separate Accretion Period (each an "**Accretion Period<sub>i</sub>**");

"**n**" means the number of Accretion Periods from (and including) the first Accretion Period to (and including) the Accretion Period in which the early redemption date falls;

"**RP**" means the Reference Price, as specified in the Issue Terms;

"**y**" is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Accretion Start Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360, or on such other calculation basis specified as a "Day Count Fraction in relation to Early Redemption Amounts and late payment" in the Issue Terms, and provided further that, if "Market Value less Associated Costs (90 per cent. floor)" is specified in the Issue Terms as the Early Redemption Amount, in no event shall the Early Redemption Amount of each Note be less than 90 per cent. of the Amortised Face Amount; and

"**y<sub>i</sub>**" means, in respect of an Accretion Period<sub>i</sub>, a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the first day of the Accretion Period<sub>i</sub>, to (but

excluding) the Accretion Period Demarcation Date falling at the end of such Accretion Period; (or, in respect of the final Accretion Period, the earlier of the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable) and the denominator of which is 360, or on such other calculation basis specified as a "Day Count Fraction in relation to Early Redemption Amounts and late payment" in the Issue Terms, and provided further that, if "Market Value less Associated Costs (90 per cent. floor)" is specified in the Issue Terms as the Early Redemption Amount, in no event shall the Early Redemption Amount of each Note be less than 90 per cent. of the Amortised Face Amount; or"

## **General**

This Supplement will be available for viewing and can be obtained during normal business hours from the specified office of the applicable Paying Agent (in respect of Notes) and the applicable W&C Instrument Agent (in respect of W&C Instruments) and on the Luxembourg Stock Exchange's website at [www.luxse.com](http://www.luxse.com).