

## U.S. Terms and Conditions

Please review the following Terms and Conditions of Employment. After reviewing, if you choose to acknowledge your acceptance of these stated terms, conditions, and provisions, please signify your acknowledgement and acceptance. Applicants for and employees of Bank of America are protected by law from discrimination on several bases. The following link provides additional information -

[http://www1.eeoc.gov/employers/upload/eeoc\\_self\\_print\\_poster.pdf](http://www1.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf).

Also note that an eSignature is the electronic equivalent of a hand-written signature.

We appreciate your interest in employment with our organization.

(A) I understand that Bank of America is an Equal Opportunity Employer. Bank of America Corporation and its affiliated companies (hereinafter referred to as the "Bank" and/or "Bank of America") recruit and hire qualified candidates without regard to race, gender, gender identity, religion, color, sex, sexual orientation, age, national origin, citizenship and veteran or disability status, or any factors prohibited by law and as such affirms in policy and practice to support and promote the concept of equal employment opportunity and affirmative action, in accordance with all applicable federal, state and municipal laws. The Bank is governed equally by its firm belief that the success of the Bank depends upon the full and effective use of the abilities of all employees, regardless of race, gender, gender identity, color, sex, sexual orientation, age, religion, national origin, veteran or disability status. Applicants for and employees of Bank of America are protected by law from discrimination on several bases. The following link provides additional information -

[http://www1.eeoc.gov/employers/upload/eeoc\\_self\\_print\\_poster.pdf](http://www1.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf).

(B) I understand that Bank of America is committed to providing disabled candidates and employees with reasonable accommodations necessary for the completion of the application process and for performance of their essential job duties. I understand that if I need an accommodation in the completion of the application process, that I should request such accommodation.

(C) I understand that the Immigration Reform and Control Act of 1986 requires proof of authorization to be employed in the United States. Authorized documents must be presented within three days of the start of employment. Failure to present these documents will prohibit or discontinue employment.

(D) I understand that Bank of America does not typically hire individuals with F-1 student visas. Candidates must be presently authorized to work in the U.S. on a full-time basis, not including optional or curricular training authorizations. Under normal business practice, Bank of America does not provide sponsorship for visas. (This would include H-1B visas.)

(E) I understand that federal law requires all Bank employees to be bonded and restricts employment of individuals who have been convicted of a crime involving dishonesty, breach of trust or money laundering (or individuals who have avoided such a conviction by participating in a pre-trial diversion or similar program). I also understand that convictions of various other crimes may also restrict my eligibility for employment, as permitted by applicable statute or law.

(F) I agree that as a condition of employment at Bank of America I will fully cooperate with investigations conducted by or on behalf of the Bank or in connection with legal or regulatory matters involving the Bank.

(G) I understand that if I am offered a position with Bank of America, the offer will be for employment on an at-will basis. That is, the employment relationship is not guaranteed for any specific period of time and may be ended by Bank of America or me at any time, with or without notice or cause.

(H) Bank of America policies restrict activities and relationships that create an actual or perceived conflict of interest with Bank of America's business. Such conflicts may affect a person's employment or continued employment at Bank of America. Failure to report potential conflicts fully and in a timely manner may result in an offer not being made, an offer being rescinded, or disciplinary action being taken up to and including termination.

(I) In accordance with applicable law, I agree to undergo a screening for illegal drugs prior to or during my employment with Bank of America if requested or as legally required. I understand that a positive test result for illegal drugs or controlled substances will render me ineligible for employment at Bank of America at the time of the positive test result.

(J) I authorize Bank of America to contact my current and former schools, references and previous employers to verify the information I have provided in the application and interview process as well as information as to my performance, attendance record and separation reason and I hereby release Bank of America, its officers, directors, employees or agents and any such individuals, corporations, or organizations who provide such information from any liability for claims for damages in relation to such contacts.

(K) Maryland Candidates Only-If applying or being employed in Maryland, I understand that Maryland employers cannot require employees or applicants for employment take a lie detector or similar test as a condition of employment or continued employment.

(L) Massachusetts Candidates Only-It is unlawful for Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability.

(M) Rhode Island Candidates Only- Bank of America is subject to the provisions of the Workers Compensation Act of the State of Rhode Island.

For convenience, I agree and understand that references to Bank of America Corporation ("Bank of America" or "Bank") may be with one of the many Bank of America companies. In the event I am hired, I will be an employee of the company that directly pays my salary.

In the event you are offered and accept employment with Bank of America (as defined above), this document defines the conditions, nature, tenure and duration of your employment relationship with the Bank. Please read carefully.

#### INTELLECTUAL PROPERTY AND CONFIDENTIALITY PROVISIONS

Notwithstanding the foregoing, this confidentiality provision does not prevent me from providing information in response to valid and enforceable subpoenas or otherwise required by law or regulation, from providing information necessary for preparation and filing of any income tax return, or from using this Agreement to enforce its terms. Further, nothing in this Agreement prohibits me from initiating communications directly with, or responding to any inquiry from, or providing testimony before, the SEC, FINRA, any other self-regulatory organization or any other state or federal regulatory authority, regarding this Agreement or its underlying facts or circumstances.

I hereby assign and agree to assign to the Bank of America all my right, title and interest in and to all Inventions made or conceived by me: (i) in the course of my employment, (ii) or relating to the actual or anticipated business or research and development of Bank of America or to the performance of my job responsibilities, or (iii) with the use of Bank of America time, equipment, supplies, information, or facilities. The obligations under this paragraph apply during the period of my employment and six months thereafter. I acknowledge that all Inventions that are original works of authorship and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. For the purpose of this Agreement, "Invention"

means all inventions, original works of authorship, developments, concepts, improvements, designs, software, know how, processes, technical or business methods, ideas, trade secrets, trademarks, domain names or other proprietary data and the intellectual property rights (if any) related to any of the foregoing.

I will disclose all Inventions fully and promptly to Bank of America and will execute all documents and do all things necessary to assist Bank of America, at its expense, in protecting, maintaining and enforcing the Inventions and any intellectual property rights relating thereto throughout the world.

I will maintain, in confidence, any proprietary and confidential information, including information relating to intellectual property, trade secrets, confidential business and technical information, processes, applications, business practices and agreements, financial information, drawings, plans, methods, manufacturing information, engineering, research and development, and know-how, obtained or developed by me. Such information is the sole property of Bank of America and I will not release the information to anyone outside Bank of America without prior authorization of my manager.

#### NON-SOLICITATION

If I am hired as an employee of the Bank, I agree and understand that for the period of my employment by the Bank and for six months after the date of the termination of my employment with the Bank, I will not (i) solicit or induce any employee of the Bank to leave the employ of the Bank or (ii) solicit the business of any customer of the Bank (other than on behalf of the Bank) of whom I became aware or was introduced in the course of my duties for the Bank.

#### BANK RULES

I agree that during my employment with the Bank, and in performing my work, I must follow and obey the rules, procedures, guidelines and/or policies of the Bank and/or my department which are now in effect and/or which come into effect during the course of my employment.

#### HOURS, SCHEDULE AND JOB ASSIGNMENT

If employed by the Bank, I understand that my hours, schedule, shift, location and/or job duties are subject to change, and I authorize the Bank to do so. I may request or apply for a change in position or transfer, but I understand that I am not entitled to have any such request granted. Should a transfer occur anywhere in the Bank, the terms and conditions of my employment as set forth in this document remain in full force and effect.

#### RESIGNATION AND TERMINATION

I may resign at any time. I will comply with the notice requirements prescribed by my business unit. I understand that failure to do so may jeopardize my eligibility for reemployment with the Bank. If I am employed by the Bank, I understand my employment is **at-will** and the Bank may terminate or otherwise change my employment status at any time, with or without cause or notice. If my employment is terminated, I will receive only the salary or wages I have already earned for the time I have worked as of the date of the termination of my employment, and nothing more.

#### RETURN PROPERTY

If my employment is terminated, I will immediately return all property belonging to the Bank, its customers or suppliers, including such things as any keys, badges or passes issued to me, my employee credit and identification card(s), equipment and any other items given to me or in my possession as a result of my employment.

Upon my transfer or termination, I will give my manager a list of all computer systems or other access codes (such as passwords and log-on procedures) I have been assigned or used prior to my transfer or termination. I

also agree that unless required in a new position with the Bank, I will discontinue using those codes when transferred or terminated.

#### SCOPE OF AGREEMENT

In the event I am employed by the Bank, I understand that this document is the complete agreement between the Bank and me, and takes the place of all prior oral and/or written agreements concerning the conditions, nature, tenure and/or duration of my employment relationship with the Bank, except as set forth herein. Any and all such prior oral and/or written agreements, expressed or implied, are invalid, except any specific provisions set forth in prior written agreements stating my compensation and/or benefits. I further understand that, in the event I am employed by the Bank, this document will not supersede, modify or invalidate my fully executed offer letter, which, in the event of an inconsistency, will govern my employment relationship with the Bank.

Any future changes to the terms and conditions of employment as described in this document must be in writing, signed by a senior officer of the Bank authorized to do so.

There are no implied promises, obligations, covenants or guarantees in connection with this document or in connection with my employment by the Bank.

#### CERTIFICATION AND AGREEMENT

I certify that all information I have provided as a part of this application process, including statements on this form are true and complete. I understand that providing any misinformation, making any omission or otherwise causing any inaccuracy to become a part of my application record will prohibit my employment or be grounds for dismissal at any time after it is discovered.

I understand the above stated terms, conditions and provisions included in this Applicant Acknowledgement Form and I agree that any employment relationship I may enter into with the Bank will be governed by these terms, conditions and provisions.

After you have carefully read the above, acknowledge your acceptance of these terms, conditions and provisions of your potential employment by the Bank by clicking on the **I Accept** button.

**Do Not E-Sign Until You Have Read The Above Statement.** By providing my eSignature below, I certify that I have read, fully agree and understand and accept all terms, conditions and provisions of the foregoing statement. I also certify that the answers provided in this application for employment are true, correct and accurate. I agree and understand that any false information or omission of requested information will result in immediate rejection of my application or, if I am hired, will be cause for immediate termination of my employment. Please signify your acknowledgement and acceptance by entering the information requested in the field below. Also note that an eSignature is the electronic equivalent of a hand-written signature.