

July 22, 2021

Official Offer Letter for Abhinay Sarvayyagari

Congratulations Abhinay!

This letter confirms the terms of our offer with respect to your new position at Bank of America (the "Company"). We're pleased to offer you the position of Assistant Vice President, Data Scientist I reporting to Timothy Bendel, Senior Vice President; Data Science Executive. This position is located at 800 West Trade Street, Charlotte, North Carolina.

We know you'll make an outstanding contribution to Bank of America in your new role and that we can offer you a challenging and rewarding career. The details of your offer as well as key information and employment conditions related to your new role are provided below.

Anticipated Start Date

We anticipate the start/effective date of your new position will be August 30, 2021, with a report date of Monday, August 30, 2021.

Additional work location details

As part of the bank's business continuity plan (in the event of a business disruption), you may be required to work from home where you would access the bank's network remotely. This enables us to ensure the safety of our employees as well as continue to meet business needs to the greatest extent possible.

If you are asked to work from home temporarily in accordance with the business continuity plan for your line of business:

- While working from home, all enterprise expectations and requirements around risk, data privacy, time keeping, compliance, conduct and all other policies and procedures are required.
- When you are asked to return to the office, you must return to the work location noted in this offer letter. Your manager will provide 30 days' notice in advance of your return to the office location.

Base Salary

You will receive an annual base salary of \$118,000.00, payable on a semi-monthly basis in accordance with the Company's normal payroll practices. Your annual base salary will be pro-rated for the year of your Start Date.

Compensation Approach

Our Pay for Performance philosophy links Company, line of business and individual performance to employee pay. Compensation decisions are made consistent with the Company's Pay for Performance philosophy, which also takes into account the way in which results are achieved. The Company reviews performance on a year-over-year basis in making its compensation decisions.

The Company uses a total compensation approach for determining employee pay annually. Total compensation is comprised of

base salary/compensation and performance incentive, if applicable. An employee's performance is evaluated and compensation for the current year is determined based on a number of factors, including but not limited to the employee's individual performance, any change in role or scope of responsibility and company and line of business performance.

Performance Incentive Awards

You will be eligible to participate in one of the Company's discretionary performance incentive plans, subject to the terms and conditions outlined below and the applicable plan. Performance incentive awards granted under the plan ("Performance Incentive Awards") acknowledge exceptional performance and are intended to attract and retain top talent for the Company.

For each performance year, the value of the Performance Incentive Award will be determined in Bank of America's sole discretion, based upon: [i] your overall level of performance and the satisfactory performance of your job objectives; [ii] the performance and contributions of your line of business and/or group; [iii] the overall success of the Company; and [iv] any other factors Bank of America may consider.

In order to be eligible to receive a Performance Incentive Award, you must remain continuously employed by the Company and in good standing through the date the award is actually granted. Performance Incentive Awards are generally granted in February following the close of the applicable performance year. Though you are eligible to participate in one of the Company's discretionary performance incentive plans, there is no guarantee that you will be selected to receive an award under the plan. Except as otherwise specifically provided herein, in the event that you voluntarily resign your employment, or the Company terminates your employment for any reason, you are not eligible for and shall not be entitled to receive any additional compensation or any continuation or further vesting other than the continuation of your base salary through your separation date.

Although generally granted in February following the close of the applicable performance year, a portion of this award is offered to you as incentive to encourage you, as a valued employee, to remain employed by the Company. Therefore, the Performance Incentive Award may be granted in any combination of cash, a long term cash award, restricted stock shares / units or other forms of compensation at Bank of America's discretion, and will be valued according to the Company's method of valuing all forms of compensation. The Company reserves the right in its sole discretion to change or modify the manner or mode of delivering compensation for a performance year, including the right to grant awards in any form that Bank of America, in its sole discretion, deems equivalent.

Any award made as part of your Performance Incentive Award is subject to the terms and conditions of the applicable plan document and individual award agreement, if any, including but not limited to any vesting and forfeiture provisions. The Company reserves the right to amend, modify or terminate any of its plans or programs at any time in its sole discretion; provided, however, that no such amendment, modification or termination will adversely affect your rights under any prior award agreement without your consent.

Payments Subject To Withholdings & Deductions

The amount of any payment made to you by Bank of America under the terms of this letter will be reduced by any required taxes, withholdings and other authorized employee deductions as may be required by law or as you have elected under the applicable benefit plans.

Cause

Unless defined differently in a particular policy, plan, agreement or award, the definition of "Cause" as used in this letter and other Company documents means (i) your act of fraud or dishonesty in the course of your employment; (ii) your conviction of (or a plea of no contest with respect to) a crime constituting a felony; (iii) your act or omission which causes you or the Company to be in

violation of federal or state securities laws, rules or regulations, and/or the rules of any exchange or association of which the Company is a member, including statutory disqualification; (iv) your failure to perform your essential job duties where such failure is injurious to the Company, its business interests or its reputation; (v) your material breach of any written policy applicable to your employment with the Company including, but not limited to, the Bank of America Corporation Code of Conduct and General Policy on Insider Trading; or (vi) your material violation of the Company's written Confidentiality Agreement.

Detrimental Conduct

You will not be eligible to be paid the described financial commitments if you engage in "Detrimental Conduct". In addition, to the extent allowed by and consistent with applicable law and any applicable limitations period, if it is determined at any time that you have engaged in Detrimental Conduct, the Company will be entitled to recover from you in its sole discretion, any and all component(s) of the financial commitments described herein.

Detrimental Conduct means your serious misconduct or unethical behavior, including any one of the following: (i) any conduct that would constitute Cause; (ii) the commission of a criminal act by you, whether or not performed in the workplace, that subjects, or if generally known, would subject Bank of America or its Subsidiaries to public ridicule or embarrassment, or other improper or intentional conduct causing reputational harm to Bank of America, its Subsidiaries, or a client of Bank of America or its Subsidiaries; (iii) the breach of a fiduciary duty owed to Bank of America or its Subsidiaries or a client or former client of Bank of America or its Subsidiaries; (iv) intentional violation, or grossly negligent disregard, of Bank of America's or its Subsidiaries' policies, rules and procedures, specifically including, but not limited to any of your obligations under the Bank of America Corporation Code of Conduct and workplace policies; or (v) you taking or maintaining trading positions that result in a need to restate financial results in a subsequent reporting period or that result in a significant financial loss to Bank of America or its Subsidiaries during or after the performance year.

No Other Financial Commitments

Other than as expressly stated, you acknowledge that the Company has not extended to you any further bonus or incentive-related commitments, as related to this role. You further acknowledge and understand that with regard to all future bonus or incentive-related commitments to be effective and binding on the Company, these commitments must be expressly and specifically agreed to in writing, and signed by an authorized officer of the Company.

Regulatory Compliance

Notwithstanding anything herein to the contrary, you expressly acknowledge that any payment of any kind provided by or referenced in this Official Offer Letter must comply with all applicable laws, including any other compensation restrictions or requirements imposed by the Company's regulators before or after the date of this letter. If any payment pursuant to this letter would violate applicable law in the reasonable, good faith judgment of the Company, you agree to waive your right to, or if permissible, agree to the deferment of, such payment and, to the extent required by any applicable law, to execute a release of any relevant company within Bank of America and any relevant governmental agency from any claim arising from failure of the Company to make, or the requirement of the Company to defer, such payment.

Employment At-Will

Employment at Bank of America is "at-will," meaning both you and the Company retain the right to end the employment relationship at any time and for any reason, with or without notice (unless your position requires you to provide specific advance notice of resignation as described in this offer letter or Company policy). The Company also reserves the right to change the terms of your employment at any time. No officer or other employee has the authority to alter the at-will relationship or to promise things not outlined in this letter or permitted by bank policy. Although you will sign other acknowledgements and agreements as part of your application and employment, none of them change the at-will nature of our employment relationship.

Confidential Information and Proprietary Rights and Information Agreements

All Bank of America employees are required to acknowledge and agree to the Company's standard Proprietary Rights and Information Agreement and the Confidential Information terms applicable to the position for which you are applying, copies of which are being provided with this letter. Depending on the position for which you are applying, you also may be required to sign or acknowledge additional agreements that more specifically describe your obligations to protect Confidential Information in relation to the position or line of business.

Along with Company policies, the Confidential Information Agreement prohibits the unauthorized disclosure and/or use of Company proprietary information and the Proprietary Rights and Information Agreement assigns ownership of inventions and other intellectual property created before and during your employment with the Company.

You should read and review the specific terms of these Agreements in their entirety. By signing this offer letter, you are agreeing to the terms of the Company's standard Confidentiality and Proprietary Rights Agreements and any other position or business-specific agreements addressing these topics.

Given the nature of confidential and proprietary information, a breach or threatened breach may result in immediate harm to the Company that cannot be remedied by monetary damages alone. As such, in addition to any other available remedies, the Company reserves the right to seek an injunction in court prohibiting you from further violating or threatening to violate the terms of these agreements.

Non-Solicitation Restrictions

The Company gains a competitive advantage from developing and preserving client and employee relationships and from its confidential customer and trade secret information, and takes reasonable measures to protect such information and relationships. Because you will have access to confidential, sensitive, and/or non-public information, such as customer and/or trade secret information, your offer of employment is specifically contingent upon your agreement to these non-solicitation restrictions.

For 180 calendar days after your employment with the Company ends, regardless of the reason your employment terminates, you agree that you will **not**:

- directly or indirectly solicit any employee working for the Company to terminate their employment with the Company or to accept employment with, or contract work from, you or your new employer; and
- directly or indirectly solicit any Company client to terminate or modify their relationship with the Company.

For purposes of these non-solicitation restrictions, a "Company client" means any account, customer, client, prospect, lead or referral whom you served during your employment with the Company or whose name became known to you as a result of your affiliation with the Company or access to the Company's confidential customer and trade secret information, and "solicit" means to initiate contact with, encourage, urge, induce, recruit, invite, ask, or otherwise influence, through any means.

You may be subject to other non-solicitation or similar restrictions that are referenced in other documents associated with your application and employment, including but not limited to the Confidentiality Agreement, equity or long-term incentive award agreements, and business-related agreements referenced in this letter. Should there be any difference or discrepancy between the various restrictions, you understand that you will be bound by the provisions deemed to be most protective of the Company's interests, wherever contained, to the greatest extent permitted by applicable law.

If you are not a Merrill Financial Advisor, Merrill Private Wealth Manager, or Merrill Private Wealth Advisor at the time your

employment terminates, the Protocol for Broker Recruiting does not apply to you.

Finally, if you are a resident of LOUISIANA, NORTH DAKOTA, OR CALIFORNIA at the time your employment ends, these non-solicitation restrictions are modified to the extent indicated below.

LOUISIANA RESIDENTS: Your agreement not to solicit Company clients applies to those Company clients who reside within: (a) a Parish where you are (or a Company employee you directly support) is assigned to work; (b) a Parish where you have (or a Company employee you directly support has) an approved alternate work location; or (c) a Parish or county that shares a border with (or is within sixty miles of) any of the Parishes described in (a) or (b).

NORTH DAKOTA RESIDENTS, PERMANENT CALIFORNIA RESIDENTS, AND TAX RESIDENTS OF CALIFORNIA ASSIGNED TO A CALIFORNIA OFFICE AT THE TIME YOUR EMPLOYMENT ENDS: In lieu of the non-solicitation restrictions above, you agree not to use any of the Company's confidential customer information and trade secrets to solicit any Company client or employee, at any time during or after your employment ends, except on behalf of the Company.

Remedies

While we hope and assume that you will conduct yourself in accordance with the terms of this Official Offer Letter and Company policies and procedures, you should understand that the Company reserves the right to seek any and all available remedies in the event of a breach or threatened breach by you. In certain instances, such as breach or threatened breach relating to Confidential Information, Non-Solicitation restrictions, and to the extent applicable, Notice Period Obligations, the harm to the Company is immediate and irreparable and, as such, monetary damages do not provide an adequate remedy. Therefore, you agree that in the event of a breach or threatened breach of these obligations, to the extent permitted by applicable law, an injunction should be issued directing you to comply with your obligations and/or prohibiting you from engaging in conduct in violation of them. This is not the Company's only remedy; it is in addition to any other remedy available.

Ability to Accept Employment at Bank of America/"Garden Leave" and Other Potential Restrictions

If you are joining Bank of America from another employer, by acknowledging this letter, you acknowledge that you do not have any continuing obligation to your prior employer that could affect your ability to accept employment at Bank of America. Restrictions and obligations associated with your former employment may include but are not limited to, an obligation to provide a certain period of notice before accepting other employment ("garden leave" or notice period obligation), non-competition agreements. In addition you may have obligations not to solicit your former employer's customers, clients, and/or employees which you must agree to adhere to as a condition of your employment with the Bank of America. If you believe you may have any such restriction, you should disclose it immediately. Bank of America reserves the right to rescind your offer or terminate your employment if it determines you have obligations to your prior employer that were not disclosed and are not released.

Non-Disclosure of Confidential, Business and Proprietary or Trade Secret Information

You further represent and agree that you will not knowingly use or otherwise disclose any confidential, business and proprietary or trade secret information obtained as a result of any prior employment, unless specifically authorized to do so by your former employer(s). You should clearly understand that this provision of this letter should be regarded as this Company's explicit instruction for you not to use or disclose this information in breach and/or violation of your representations and agreement.

Code of Conduct and Company Policies

All employees are expected to understand and abide by the Company's Code of Conduct, Employee Handbook, and other

policies, rules, procedures and standards. Some positions and business areas within the Company may have additional policies, rules, procedures and standards with which employees also must comply.

Bank of America's Code of Conduct provides the cornerstone of our shared commitment to the highest standards of ethical and professional conduct. The Code of Conduct applies to all employees and you will be required to acknowledge its contents and expectations and adhere to its terms. Put simply, all employees at Bank of America are required to conduct themselves in accordance with the Code of Conduct and failure to do so could result in disciplinary action, up to and including termination of employment. As a regulated financial institution, certain violations of the Code of Conduct or other policies may trigger certain reporting requirements by the Company.

As an employee, you will have access to the Company's Code of Conduct, Employee Handbook, policies and other information via online and other resources. In some instances, you will be required to acknowledge in writing your understanding of and agreement with these policies, procedures and expectations. The Company may revise its policies from time to time and may adopt/implement new policies or discontinue existing policies.

Associate Investment Policy

You should also understand as a result of your new role, you may become or continue to be subject to the Associate Investment Policy which could limit or restrict your ability to buy or sell securities and could limit the broker dealers with whom you maintain your accounts to those approved by the Company. This policy may also require prior notice and/or pre-approval of personal securities transactions and outside business related activities. In addition to covering you as a Company employee, the limitations, restrictions and requirements of the Associate Investment Policy may extend to certain family members and other affiliated individuals. You hereby agree that, effective from and after your Start Date in your new role, you, as well as covered family members and other affiliated individuals, will adhere to and comply with the Company's Associate Investment Policy as directed by the Company. If notified that you are subject to this policy, you will be required to execute appropriate online certification acknowledging your receipt of and compliance with the policy and must similarly report all of your brokerage accounts.

Outside Employment and Business Activities/Outside Directorships

During your employment with Bank of America, we expect that you will devote your full work-related time, attention and loyalty to the Company. Outside employment and other activities may interfere with your work and may create an actual or perceived conflict of interest. Applicants and employees are required to disclose and obtain necessary approvals for additional employment outside Bank of America, including engaging in business ventures and holding board/director positions in other organizations, including charitable and civic. By agreeing to the terms of this letter, you acknowledge that if you have not done so already, you will fully disclosed any outside employment and/or directorships you currently have or hold.

If your outside employment, business activity or Directorship request has been declined by Bank of America, you must cease the activity in its entirety prior to your start date.

Benefits and Other Programs

Generally, if you are a full or part time employee regularly scheduled to work 20 or more hours per week you will be eligible to participate in the employee benefit plans and programs that Bank of America offers, subject to the provisions of those plans. These benefits include retirement benefits and health and other welfare benefits such as medical, dental, vision, life and long-term disability insurance. Bank of America also offers paid time off benefits such as occasional illness days, short-term disability, and vacation to certain eligible employees. A benefits enrollment package will be mailed to your home approximately two weeks after your Start Date and will include benefits-related information and resources along with your benefits enrollment deadline date. You will be eligible to make your health and insurance elections up to 31 days from the statement date appearing on the

Health and Insurance Enrollment Worksheet provided in the benefits enrollment package.

Eligibility to participate in health and insurance coverage is the first of the month after you have completed one full month of continuous service, not counting the month you began working. For example, an employee whose employment begins January 1 would be eligible to begin coverage on March 1. To further illustrate, an employee who begins employment on May 25 would become eligible to participate on July 1.

In addition, you may be eligible for products and services from Employee Financial Services with preferred pricing and discounts upon your Start Date.

If you are a current retiree of Bank of America or one of the bank's predecessor companies and are being rehired by Bank of America, different health and insurance coverage eligibility rules apply.

- If you are scheduled to work 20 or more hours per week, you will become eligible for plans offered to active benefit-eligible bank employees (including medical, dental, vision, health care accounts and life insurance, among others) on your Start Date.
- If you are being rehired as a temporary employee or are regularly scheduled to work less than 20 hours per week, you will become eligible for medical plans and health care accounts offered to active, benefits-eligible bank employees on your Start Date, but the retiree dental, retiree vision and, if applicable, retiree life insurance benefits will not be impacted.
- For questions about health and insurance coverage, please contact the Global Human Resources Service Center at 1.800.556.6044.

If you are a former employee and begin employment:

- Within less than 31 calendar days from the termination date, prior Health and Insurance benefits are reinstated and no enrollment changes are allowed. Active coverage begins the first of the next pay period following the rehire effective date.
- Within 31 days to less than 181 calendar days from the termination date, prior Health and Insurance benefits are reinstated, however there is also an enrollment opportunity to make changes. Active coverage begins the first day of the month following or coinciding with rehire effective date.
- If you are a former employee of Bank of America and are being rehired by Bank of America while you are still receiving installment severance payments under the Corporate Severance Program (CSP), please refer to the CSP Guide and severance package you received when you previously terminated employment for information about how your rehire impacts your installment severance payments. Any Bank of America health and insurance benefits you are enrolled in while receiving installment severance payments will continue when you are rehired, and no enrollment changes are allowed. For questions about health and insurance coverage, please contact the Global Human Resources Service Center at 1.800.556.6044.

After you begin your employment:

- Should you need additional information regarding benefits or other employee programs, feel free to contact the Bank of America Global Human Resources Service Center at 1.800.556.6044.
- For information on banking products and services, call Employee Financial Services at 1.800.695.6262.

Receipt of this letter does not automatically entitle you to benefits offered by Bank of America. Rather, the letter provides an overview of select Bank of America health and insurance benefits. If there are any discrepancies between this letter and the official benefits plan documents, the plan documents will always govern. Bank of America reserves the right to amend or terminate any benefit plan in its sole discretion at any time and for any reason. The bank also retains the discretion to interpret any terms or language used in this documentation.

Eligibility for Participation in Other Benefit Plans

You will be or may become eligible for other benefit plans as adopted by the Company from time to time. The terms of these plans shall be determined by the Company or as thereafter amended. Any grants or awards made in accordance with these plans shall be governed by the terms of the applicable plans and the grant or award agreement provided to you at the time of issuance.

Proof of Identity and Authorization to Work in the United States/Immigration (Form I-9)

As a condition of employment and as required by law, you will be required to complete an I-9 immigration form and provide satisfactory documentation confirming your identify and eligibility to work in the United States. You will receive information about completing your I-9 in a separate communication. If you fail to complete the Form I-9 process before your Start Date, Bank of America will be required to suspend your Start Date until proper completion has been verified, or if circumstances warrant, to revoke and rescind this offer.

Bank of America considers sponsoring work related visas only as needed for particular roles. By signing this letter, you acknowledge that you have disclosed any temporary visa status that may require Bank of America sponsorship now or in the future, including any student-based visa classification.

Background Checks

Your offer is contingent upon the satisfactory completion of background checks required by law and Company policy for all Bank of America employees and the position being offered to you. If you already are employed by the Company, you still may need to satisfy additional or renewed background checks associated with this position. Positions requiring additional background checks include, but are not limited to, certain mortgage-related positions, positions that require you to drive a company vehicle, and positions that are licensed or registered. If you have not already done so, you will be required to complete the confidential registration process, where you will be asked to provide general information and electronically sign a release authorizing the Company to conduct the background checks applicable to your offer. All information disclosed must be accurate and complete. You may be contacted to explain preliminary background check results that could lead in whole or part to an adverse decision on your application or employment. The Company reserves the right to conduct new or additional background checks during employment. Certain positions require regular updated screening based on legal requirements.

Contingent Offer

As described in this letter, your offer of employment is contingent on the satisfactory completion of background checks and other pre-employment matters. Although not likely, reasons for which an offer may be rescinded include but are not limited to, unsatisfactory background check results, inability to establish identity or authorization to work, your misrepresentation of information during the application and hiring process, or discovery of information that the Company considers either sufficient to disqualify you or could have resulted in disciplinary action and/or your termination if already employed. Although your choice, the Company strongly recommends that you not discontinue other employment, if applicable, before all pre-employment matters are concluded.

This letter and the attachments referenced herein constitute the complete understanding between you and the Company concerning the subject matter(s) addressed, and they supersede any prior oral or written understanding regarding the terms and conditions of your employment with the Company. No oral modifications to the commitments made herein shall be valid. Any changes to these terms must be in writing and signed by you and an authorized representative of the Company.

Abhinay, we believe you can make an outstanding contribution to our team and that we can offer you a challenging and rewarding career at Bank of America.

To avoid any delays in your anticipated start date, please review this letter including any additional documents provided and confirm your acceptance by electronically acknowledging the terms and conditions as soon as possible. Once you've completed this step, you will receive instructions to complete any additional required activities prior to your start date.

If you have any questions regarding the contents of this letter including any referenced policies and procedures, or if there is any way I can help you further, please do not hesitate to call. We look forward to your response to our offer.

Sincerely,

Jami Lee Britt

Bank of America Talent Acquisition representative

(980) 6832899

jami.britt@bofa.com

Additional agreements required for your position for your review

**Protection of Bank of America Confidential Information,
Employee and Customer Relationships**

("Confidentiality Agreement")

I acknowledge that Bank of America, N.A., its parents, subsidiaries and affiliated entities (collectively, the "Company"), conduct a broad and evolving range of business operations that regularly utilize and rely on confidential information which is proprietary to its businesses. I also understand that in an effort to provide competitive business services and create and preserve customer goodwill, the Company has devoted considerable financial and personnel resources to safeguarding the confidentiality of this information, and requires its employees to acknowledge their personal responsibilities and fiduciary duties in this regard. Therefore, in consideration of my employment with the Company, and in consideration of the rights and benefits afforded to me in connection therewith, including but not limited to my compensation, I hereby agree as follows:

Protection of Confidential, Proprietary and Trade Secret Information

As an employee of the Company, I understand that I may obtain or have access to confidential, privileged or proprietary information of the Company and its clients or customers, which is not otherwise known to the general public. Such information includes, without limitation non-public information concerning: [i] the Company's past, current or potential clients or customers; [ii] the identities, incomes, net worth, accounts, account numbers, financial portfolios, contact information, personal and familial relationships, investments and/or other non-public information relating to the Company's existing clients and customers; [iii] current or prospective business plans, strategies, or products; [iv] computer programs, systems or databases; [v] methods of operation; [vi] financial models; [vii] investments and/or other business transactions; [viii] policies and procedures relating to the Company's proprietary business information and operations, including those required by federal and state banking law and regulations and consumer privacy laws; [ix] personnel information about others obtained from confidential personnel files; and/or [x] any non-public information disclosed to the Company by a client, customer or other third party which the Company has agreed or is otherwise obligated to treat as confidential (collectively referred to as "Confidential Information"). This definition of Confidential Information does not include policies, procedures, or personnel information relating to the terms and conditions of my employment and is not intended to limit or restrict my rights pursuant to Section 7 of the National Labor Relations Act (NLRA) and/or EO 13665. This definition of Confidential Information also does not include the information that I can demonstrate: [i] was already in my possession or made known to me without confidentiality restriction prior to the commencement of my employment with the Company; [ii] is or has become part of the public domain or otherwise generally available to the public through means other than an improper disclosure by me; [iii] is or has become available to me from sources other than the Company with the legal right to disclose and authorize the use of such information; and/or [iv] has been independently developed by me without use of Company "Confidential Information."

I understand that such Confidential Information is a valuable and unique asset of the Company, and provides the Company with a competitive advantage specifically because it is not known to the public. I also understand that the Company has fiduciary obligations, as well as obligations under state and federal law, to protect the confidentiality of this information and that those obligations extend to me personally as an employee. I further acknowledge and agree that improper use or disclosure of such information would cause immediate and irreparable damage to the business of the Company.

I therefore agree that, subject to the Notice to Employees below, I will hold all such Confidential Information in strictest confidence and will use it only as necessary in the performance of my duties as an employee of the Company and only for the purposes intended by the Company. I further agree that I will not directly or indirectly, use, publish or otherwise disclose any aspect of such Confidential Information to any person or entity outside the Company without prior written permission by an authorized representative, and that my obligations with respect to such Confidential Information are continuing, even after my employment ends.

Preservation of Confidential Information and Trade Secrets

I specifically understand and agree that all documents, whether in electronic or hard copy form, that contain or refer to Confidential Information are and will remain the sole and exclusive property of the Company. This does not include any documents, such as handbooks, related to policies or terms and conditions of employment, and is not intended to limit or restrict my rights under Section 7 of the NLRA. I will not reproduce or appropriate for my own use, or for the use of others, any property of the Company. I further agree that upon my termination from the Company (for any reason whatsoever) and/or at any other time as the Company shall request, I will deliver to the custody of whatever person the Company shall designate, all originals or copies of such documents or other tangible Confidential Information in my possession, including any electronic files which have come into my possession as a result of my employment with the Company, whether contained on Company owned electronic devices or equipment, or devices or equipment owned by me personally, and the Company has the right to inspect and remove from such devices or equipment any Company owned information.

Preservation of Employment and Customer Relationships

To the fullest extent permitted by law, during my employment with the Company and for 180 days after my termination (for whatever reason) I agree I will not directly or indirectly, on behalf of myself or any other person or entity, alone or in concert with or on behalf of others, solicit, encourage, influence, recruit or induce or attempt to solicit, encourage, influence, recruit or induce any employee of the Company to cease working for the Company, or otherwise interfere with the employment of any person employed by the Company to leave the employ of the Company, or otherwise interfere with the relationship between the Company and any of its employees.

I similarly agree that during my employment with the Company and for 180 days after my termination (for whatever reason) I will not, to the fullest extent permitted by law, directly or indirectly, alone or in concert with or on behalf of others, solicit, encourage, influence, invite or induce or attempt to solicit, encourage, influence, invite or induce any client or customer whom I served during my employment with the Company or whose name became known to me as a result of my access to the Company's Confidential Information for the purpose of: obtaining that client or customer's business for myself or any other person or entity, causing such client or customer to discontinue doing business with the Company, or otherwise interfering with the relationship between such clients or customers and the Company. I understand that the Company retains the sole discretion to waive or modify these restrictions, and may do so if in writing and signed by Senior Management of the Company.

"Solicit, encourage, influence, invite, or induce" means that I will not, whether directly or indirectly, contact or communicate in any way whatsoever, for the express or implicit purpose of requesting a client, customer, or employee to cease doing business with or remaining employed by the Company, or to begin doing business with or taking employment with a competitive entity.

I understand that I am not entitled to invoke or attempt to invoke the Protocol for Broker Recruiting ("Broker Protocol"), or to obtain or assert any of the protections that may be afforded to individuals under the Broker Protocol, unless I am a Financial Advisor ("FA") as that term is used by the Company, I have been assigned my own FA number by the Company, and that FA number is active at the time of the termination of my employment with the Company.

Notice to Employees

Nothing in this Confidentiality Agreement prohibits or limits any employee or their counsel from initiating communications directly with, responding to any inquiry from, volunteering information to, or providing testimony before, the Securities and Exchange Commission, the Department of Justice, FINRA, any other self-regulatory organization or any other governmental, law enforcement, or regulatory authority, in connection with any reporting of, investigation into, or proceeding regarding suspected violations of law, and no employee is required to advise or seek permission from the Company before engaging in any such activity. In connection with any such activity permitted above, employees should identify any information that is confidential and ask the government agency for confidential treatment of such information. Despite the foregoing, employees are not permitted to reveal to any third-party, including any governmental, law enforcement, or regulatory authority, information employee came to learn during the course of employee's employment with the Company that is protected from disclosure by any applicable privilege, including but not limited to the attorney-client privilege, attorney work product doctrine and/or other applicable legal privileges. The Company does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information. Additionally, employees recognize that employee's ability to disclose information may be limited or prohibited by applicable law and the Company does not consent to disclosures that would violate applicable law. Such applicable laws include, without limitation, laws and regulations restricting disclosure of confidential supervisory information* or disclosures subject to the Bank Secrecy Act (31 U.S.C. §§ 5311-5330), including information that would reveal the existence or contemplated filing of a suspicious activity report.

*Confidential supervisory information includes any information or materials relating to the examination and supervision of the Company by applicable bank regulatory agencies, Company materials responding to or referencing non-public information relating to examinations or supervision by bank regulatory agencies and correspondence to or from applicable banking regulators.

Interpretation and Enforcement

Because my services are personal and unique and because I have access to and am or will be acquainted with Company Confidential Information, the provisions of this Confidentiality Agreement shall be enforceable by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights or remedies that the Company may have for breach of this Confidentiality Agreement. For purposes of this injunctive relief, I agree to submit to jurisdiction by the United States District Court or the state court for the judicial district or county where I was last employed by the Company, or any other court or arbitration forum of appropriate jurisdiction. If I am registered at the time of my termination of employment, FINRA (or its functional successor) is the only arbitration forum of appropriate jurisdiction.

Although nothing in this Confidentiality Agreement is intended or should be construed to violate any law, if any portion of this Confidentiality Agreement is adjudged to be unreasonable or unenforceable in any court or arbitration panel of competent jurisdiction, both I and the Company specifically agree that the time period, or scope of any limitation set forth herein shall be modified so that the provision is construed to be reasonable and enforceable and achieves the intent expressed, or the unenforceable provision shall be fully severable and shall not affect the validity or enforceability of any other provision herein. In the event of any dispute regarding this Confidentiality Agreement, it will be interpreted and enforced to the extent permitted by law under the laws of the State of New York. **For California employees only:** In the event of any dispute regarding this Confidentiality Agreement, an employee can elect California law and this Confidentiality Agreement will be interpreted and enforced to the extent permitted by law under the laws of the State of California.

I acknowledge that I have executed or will execute the Bank of America Applicant Acknowledgement Form ("Acknowledgement Form"), which is incorporated herein by reference, and that I have been or may be asked to execute additional agreements with or for the benefit of the Company. To the extent any of the provisions in this Confidentiality Agreement, including but not limited to

the confidentiality and non-solicitation requirements, differ from the provisions contained in the Acknowledgement Form or any other agreement that I have executed with the Company, I acknowledge and agree that I am bound by the more restrictive and company-protective provisions contained in this Confidentiality Agreement. Any failure to enforce the breach of any covenant of this Agreement, or any similar agreement shall not constitute a waiver of the Company's right to future enforcement of that covenant, or any other provision in this Agreement or any other agreement. This Confidentiality Agreement can only be modified in writing signed by an authorized representative of the Company.

BY ACCEPTING THE TERMS AND CONDITIONS OF THE SEPARATE OFFICIAL OFFER LETTER (BY ACKNOWLEDGING THE OFFICIAL OFFER LETTER AS DIRECTED), I SPECIFICALLY ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS DOCUMENT AS WELL.

I FURTHER ACKNOWLEDGE THAT I AM BOUND BY AND AGREE TO THE TERMS AND CONDITIONS SPECIFIED IN THIS DOCUMENT.

EXCEPT AS OTHERWISE SPECIFICALLY INDICATED, I UNDERSTAND AND ACKNOWLEDGE THAT NO SEPARATE SIGNATURE ON THIS DOCUMENT IS REQUIRED TO CONFIRM MY UNDERSTANDING THAT I AM BOUND BY AND AGREE TO THE TERMS AND CONDITIONS SPECIFIED IN THIS DOCUMENT BECAUSE ITS TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO THE OFFICIAL OFFER LETTER AS IF FULLY SET FORTH THEREIN.

Proprietary Rights and Information Agreement

In consideration of my employment by Bank of America Corporation or its affiliates and subsidiaries (hereinafter the "Company"), my continued employment during such time as may be mutually agreeable, the opportunity to receive Company proprietary or confidential information, and other good and valuable consideration:

1. Assignment of Inventions. I hereby assign and agree to assign to the Company all my right, title, and interest in and to all Inventions made, conceived, or reduced to practice by me during the period of my employment: (i) arising out of or relating to my job responsibilities for the Company (ii) relating to the actual or anticipated business or research and development of the Company, or (iii) on Company time or with the use of Company equipment, supplies, information, or facilities. 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 Proprietary Rights and Information Agreement ("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 materials, and the intellectual property rights and other proprietary rights (if any) related to any of the foregoing.

2. Other Inventions. The Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, sublicensable, perpetual, worldwide license to make, have made, modify, make derivative works, use, reproduce and sell any Invention (not otherwise assigned to the Company pursuant to paragraph 1 of this Agreement) that (i) prior to or during the term of my employment, was made by me or in which I have an interest ("Other Inventions"), and (ii) I, directly or indirectly, provide to, incorporate or use with a product, service, business method or process of, the Company. Notwithstanding the foregoing, I agree that I will not provide, disclose, demonstrate, incorporate, use, or permit to be incorporated or used, any Invention belonging to a third party.

3. Maintenance and Return of Records. I will keep and maintain adequate and current written records related to any Inventions made by me. The records will be available to and remain the sole property of the Company at all times. I agree that, at the time of leaving the employ of the Company for any reason, or at any other time as the Company may request, I will promptly deliver to the Company (and will not keep in my possession, recreate, or deliver to anyone else) any and all records, data, memorandum or

any other documents, or property (or copies of any of the foregoing) developed by me pursuant to my employment with the Company or otherwise belonging to the Company.

4. Cooperation. I will disclose all Inventions fully and promptly to the Company. I will execute all documents and do all things which the Company deems necessary, at its expense, in protecting, maintaining, and enforcing the Inventions throughout the world. In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf, to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have against the Company for infringement of any Inventions assigned or licensed hereunder to the Company, including any such claims that may arise after termination of my employment with the Company.

5. No License to Assignor. I acknowledge that no license is granted or implied to me personally for use of any of the Inventions.

6. Company Information. Subject to paragraphs 9 and 10 of this Agreement, I will hold and maintain, in strictest confidence and in accordance with Company policy, any proprietary and confidential information, including information relating to intellectual property developed during my term of employment. Such information is the sole property of the Company and I will not disclose or publish the information to anyone outside the Company without prior authorization of my manager. I further agree that my obligation to maintain the confidentiality of Company proprietary or confidential information shall continue after the termination of my employment.

7. Former Employer Information. Subject to paragraphs 9 and 10 of this Agreement, I agree that I will not improperly use, acquire, or disclose any proprietary information, trade secrets, or other intellectual property of any former employer or other person or entity and that I will not bring to the Company any non-public document, proprietary information, or other property belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.

8. Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Subject to paragraphs 9 and 10 of this Agreement, I agree to hold all such confidential or proprietary information in confidence and not disclose or use it in a manner that violates the Company's agreement with such third party.

9. Notice to Employees. I understand that nothing in this Agreement prohibits or limits any employee or their counsel from initiating communications directly with, responding to any inquiry from, volunteering information to, or providing testimony before, the Securities and Exchange Commission, the Department of Justice, FINRA, any other self-regulatory organization or any other governmental, law enforcement, or regulatory authority, in connection with any reporting of, investigation into, or proceeding regarding suspected violations of law, and no employee is required to advise or seek permission from the Company before engaging in any such activity. In connection with any such activity permitted above, employees should identify any information that is confidential and ask the government agency for confidential treatment of such information. Despite the foregoing, employees are not permitted to reveal to any third-party, including any governmental, law enforcement, or regulatory authority, information employee came to learn during the course of employee's employment with the Company that is protected from disclosure by any applicable privilege, including but not limited to the attorney-client privilege, attorney work product doctrine, and/or other applicable legal privileges. The Company does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information. Additionally, employees recognize that employee's ability to disclose information may be limited or prohibited by applicable law, and the Company does not consent to disclosures that would violate applicable law. Such applicable laws include, without limitation, laws and regulations restricting disclosure of confidential supervisory information or disclosures subject to the Bank Secrecy Act (31 U.S.C. §§ 5311-5330), including information that would reveal the existence or contemplated filing of a suspicious activity report.

10. Trade Secret Act Notice. Federal law provides certain protections to individuals who disclose a trade secret to their attorney, a court, or a government official in certain confidential circumstances. Specifically, federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret under either of the following conditions:

- Where the disclosure is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or
- Where the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Federal law also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

11. Employment. I agree that this Agreement does not constitute a contract of employment. Nothing in this Agreement shall (i) interfere with or limit in any way the right of the Company to terminate my employment without cause or notice at any time, (ii) confer upon me any right to continue in the employ of the Company, or (iii) change my existing at-will employee status.

12. Non-limitation of Rights. This Agreement shall not be construed to limit in any way any “shop rights” or other common law right of the Company.

13. Governing Law. This Agreement will be governed by and construed according to the laws of the State of Delaware, without regard to its conflict of law principles.

14. Severability. If one or more of the provisions in this Agreement are deemed unenforceable, then the remaining provisions in this Agreement shall remain in full force and effect. Moreover, if one or more of the provisions in this Agreement are deemed excessively broad as to duration, scope, activity, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent necessary under applicable law.

15. Survival. The provisions of this Agreement shall survive the termination of my employment and any assignment of this Agreement by the Company.

16. Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right.

17. Entire Agreement. This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification or amendment of this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties.

This Agreement shall be effective as of the first day of my employment with the Company.

BY ACCEPTING THE TERMS AND CONDITIONS OF THE SEPARATE OFFICIAL OFFER LETTER BY ACKNOWLEDGING IT AS DIRECTED, I SPECIFICALLY ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS OF THIS DOCUMENT AS WELL.

I FURTHER ACKNOWLEDGE THAT I AM BOUND BY AND AGREE TO THE TERMS AND CONDITIONS SPECIFIED IN THIS DOCUMENT.

EXCEPT AS OTHERWISE SPECIFICALLY INDICATED, I UNDERSTAND AND ACKNOWLEDGE THAT NO SEPARATE SIGNATURE ON THIS DOCUMENT OR ELECTRONIC ACKNOWLEDGEMENT IS REQUIRED TO CONFIRM MY UNDERSTANDING THAT I AM BOUND BY AND AGREE TO THE TERMS AND CONDITIONS SPECIFIED IN THIS DOCUMENT BECAUSE ITS TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO THE OFFICIAL OFFER LETTER AS IF FULLY SET FORTH THEREIN.