Please meet all of the above conditions and requirements as soon as possible as failure to do so may result in a delay to the start of your employment. This offer and the terms set out within the attached documents will expire on 19/02/2020. You will be notified of your Start Date at a later date but we anticipate it to be July 2020.

We believe that you are capable of making an outstanding contribution to the Global Technology and Operations group and that we can offer you a challenging and rewarding career at the Bank.

If you have any questions or if there is any way I can help you further, please do not hesitate to call Joanna Morrison on +442079962623.

Yours sincerely,

Leanne Duke
Head of Junior Talent
<b>EMEA Human Resources</b>

Date	
Buto	

## 25. Governing Law

25.1 This Agreement is governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

## 26. Bank of America Code of Conduct

Signature on behalf of the Bank:

26.1 The Bank is committed to the highest standards of ethical and professional conduct. To that end, the Bank maintains a Code of Conduct which applies to every employee. The Code of Conduct is based upon the Bank's core values and spells out the shared commitment to the highest standards of ethical and professional conduct. You hereby agree that, effective from and after your Start Date, you will adhere to the Code of Conduct and govern your conduct to the highest degree of ethical standards as required by the Code of Conduct. You further acknowledge and agree that improper conduct or activities as defined by our Code of Conduct may result in disciplinary action, up to and including, termination of employment. You's hould also be aware that, as federal and state regulated entities, certain Group companies are obliged to report certain conduct to state and federal regulators and/or prosecuting authorities.

## 27. Changes in Terms

- 27.1 Your terms of employment are subject to such changes as are considered necessary from time to time.
- 27.2 You warrant to the Bank that by entering into this Agreement and/or performing your duties you will not be in breach of any contract or other obligation which may be binding upon you.
- 27.3 You acknowledge that by entering into this Agreement, you have not relied on any representations or warranties about its subject matter except as provided in this Agreement.
- 27.4 The Bank's policies and procedures are non-contractual and do not form part of your contract of employment with the Bank. Notwithstanding the foregoing, this Agreement requires you to comply with the Bank's policies and procedures in place from time to time. In the event of any inconsistency between the terms set out in this Agreement and any terms in effect before the date hereof of the employee policies and/or employee benefits description provided to you by the Bank (save where the benefit is provided by a third party and governed by scheme rules), the terms of this Agreement will prevail. Any changes made to the employee policies and/or employee benefits description or other rules and regulations of the Bank made after the date hereof and of general application to employees of the Bank at the same level of seniority shall however prevail over the terms of this Agreement.
- 27.5 There are no particulars relevant to your employment with the Bank concerning any collective agreement which may directly affect the terms and conditions of your employment. Save as specified in this Agreement there are no terms in relation to work outside the United Kingdom.
- 27.6 This Agreement supersedes any prior oral or written understanding about the potential terms of your employment with the Bank.

Signature of Employee:

Signed _	Laure	Signed	
Dated	12/02/2020	Dated	