



Contract ID:CDR0007900.0

Proprietary & Confidential

BAML
Schedule 167

**SCHEDULE #167:
ADDITIONAL DESIGN SUPPORT FOR VARIOUS MYMERRILL
ADVISORY INITIATIVES**

This Schedule 167 (the “**Schedule**”) is entered into between Markit North America, Inc. (“**S&P**”) and Merrill Lynch, Pierce, Fenner & Smith Incorporated (“**Customer**”) pursuant to and incorporating by reference all terms and conditions of to the Application Development and Hosting Agreement (the “**Master Agreement**”) by and between Customer and S&P dated January 1, 2007. References to “MOD” / “Markit” / “IHS Markit” and “Subscriber”/“Client” (as the case may be in the Master Agreement) shall be read, for the purpose of this Schedule, to mean “S&P” and “Customer” as defined herein.

This Schedule shall be a separate and distinct addendum to the Agreement and to Schedule 100 entered into between S&P and Customer on April 1, 2011 (“**Schedule 100**”). The parties agree that this Schedule and the services provided hereunder are subject to the terms and conditions of the Master Agreement, incorporated into this Schedule by reference. In the event of a conflict, inconsistency or ambiguity between the terms and conditions of this Schedule, Schedule 100 and the Master Agreement, the terms and conditions of this Schedule shall prevail. For purposes of this Schedule, the Master Agreement, Schedule 100 and this Schedule 167 shall be referred to herein as the Agreement. All capitalized terms used but not defined in this Schedule shall have the meanings given to such terms in the Master Agreement or Schedule 100.

This Schedule commences on January 1, 2024 (“**Effective Date**”).

1 Project Description

S&P will staff up to four and a half (4.5) dedicated full-time equivalents (FTEs) to progress design initiatives as prioritized by Client for the months of January 1, 2024 through December 31, 2024.

S&P will staff the full collective Design Retainer approximately as follows:

- 0.25 Product Owner
- 0.25 Creative Director
- 3.0 Designers
- 1.0 Content Writing & Strategist / Accessibility Expert

2 Working Relationship

Client shall provide S&P with direction as to which work should be given priority at any given time; the parties shall work together to ensure that initiatives are appropriately resourced to meet needs and deadlines.

Meeting cadence is expected to be approximately as follows:

- Weekly meeting between S&P Product Owner and Client representative(s) to review priorities.
- Twice weekly design reviews to allow Client to review and provide feedback on design artifacts.

- Quarterly meetings to review staffing levels.

3 Term

This SOW shall commence on the Effective Date and remain in effect through December 31, 2024 (“Initial Term”).

4 Content

Client will be responsible for licensing and providing all data, content, and fonts required for this project. S&P can recommend and make introductions to appropriate providers, but Client will be responsible for all agreements with and payments to such providers.

5 Service Fee

Client will pay the following monthly, fixed fee for the Design retainer described in Section 1 above: The total Service Fee for this contract shall be \$1,196,250 for the Initial Term.

Monthly fees are as follows:

January 1, 2024 – June 30, 2024: \$90,000 (\$20,000/FTE/month)

July 1, 2024 – December 31, 2024: \$109,375/month (\$25,000/Design and Creative Director FTE/month and \$22,500/Product Owner and Content Writer FTE/month)

In the event Client requests and S&P agrees in writing to increase the number of FTEs for any number of months, the fees shall be adjusted accordingly. S&P may invoice the Client for the applicable monthly fee at the start of each month.

6 Invoices

All invoices shall be submitted to Client monthly via the GEP SMART system. The following contact individual shall be point of contact for this contract:

Julie Ramirez

1600 American Blvd.

Pennington, NJ 08534

julie.ramirez@bofa.com



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ACCEPTED MARKIT NORTH AMERICA INC. <small>DocuSigned by:</small> SIGNATURE <i>Renee Spampinato</i> <small>2D2E73927A8344E...</small>	ACCEPTED MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED SIGNATURE <small>DocuSigned by:</small> <i>Shawn Dockery</i> <small>7FF7B1A6826C479...</small>
PRINT NAME Renee Spampinato	PRINT NAME Shawn Dockery
TITLE Head of Fincentric	TITLE SVP, Procurement Manager
DATE OF SIGNATURE 12/29/2023	DATE OF SIGNATURE 12/29/2023

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New York