

**STATEMENT OF WORK NUMBER #30:  
WEALTH MANAGEMENT ENHANCEMENTS THROUGHPUT  
INCREASE**

This *Statement of Work* is entered into pursuant to, and incorporates by reference all terms and conditions of the *Master Services Agreement* between Markit On Demand, Inc., formerly known as Wall Street On Demand, Inc. ("MOD"), and Royal Bank of Canada ("Client") effective November 1, 2011 (RBC Ref. #2011132).

This *Statement of Work* commences on November 1, 2014 ("SOW Effective Date"). The parties expressly agree that in the event of a conflict, inconsistency or ambiguity between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern and control as to the scope of services described herein.

**1 Project Description**

**1.1 MOD Customized Solution**

MOD will increase throughput on maintenance and enhancements by 57 additional hours per month to complete items prioritized by RBC Wealth Management for the Insight Portal ("Customized Solution").

The planned enhancements List in Section 1.2 is preliminary and is subject to change based on the Client's priorities. The Client can re-allocate the additional capacity outlined in SOW #30 to work on new enhancements or priorities of similar scope not listed in the planned enhancements list.

**1.2 Planned Enhancements List**

The planned enhancements list includes but is not limited to the following:

- Website enhancements
- New pages
- New functionality or changes to functionality
- Updates to widgets, data, patterns and/or business logic

**1.3 Assumptions**

- MOD and RBC will meet to discuss the enhancements and projects performed by the MOD team. Both parties shall discuss the enhancements, project deliverables, time frames and project milestones during both parties' regularly scheduled meetings.
- Planning and coordination of all project activities are included as consideration for this additional enhancements budget.

**1.4 Browser Support**

MOD will provide support for the Customized Solution in the following browsers and versions:

- Internet Explorer 8.0+
- Windows/Mac Firefox 28.0+
- Windows/Mac Safari 6.0+
- Windows/Mac Chrome 30.0+

MOD will support the most recent browser versions as they become available. Legacy versions will be retired in due course.

**2 Development Schedule**

The schedule for this project will be mutually agreed upon after receipt of detailed requirements from Client.

**3 Redundancy**

The Customized Solution will be fully operational in all of MOD's data centers.

**4 Reporting**

MOD will provide our standard reporting package when the Customized Solution is running in production.

**5 Content**

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

**6 Term**

This SOW shall commence on the Effective Date and remain in effect for two years thereafter ("Initial Term"). The Initial Term shall renew for successive renewal terms of one (1) year each, unless either party notifies the other in writing of its decision not to extend the term no later than ninety (90) days prior to the expiration of the term then in effect.

**7 Service Fee**

In consideration of the increased MOD throughput described herein, MOD shall invoice the Client for the services rendered on a monthly basis. The Service Fee for the work enumerated in this SOW is \$10,000 per month, commencing on November 1, 2014.

**8 Bug Fixes and Material Changes**

MOD will not charge any additional fees for work done subsequent to the launch to ensure that the services conform to the original requirements and functional documentation ("Bug Fixes").

MOD will make any changes beyond Bug Fixes and those covered by the Enhancement Budget at the rate of \$175 an hour. Changes requested after Client has given final approval on designs will be billed at the rate of \$175 an hour for actual hours worked.

Whenever Client wants a firm bid for additional work, an additional *Statement of Work* will be created for that work.

**9 Representations and Warranties**

Each party represents and warrants that: (i) when executed and delivered, this SOW shall constitute the legal, valid, and binding obligation of such party, enforceable against it pursuant to its terms; (ii) it shall comply with all applicable federal and state laws, regulations, and statutes in the performance of its obligations hereunder; (iii) it has full power and authority to enter into and perform its obligations under this SOW; (iv) it has obtained all necessary corporate approvals to enter into and execute this SOW; and (v) its performance under this SOW does not and shall not conflict with any other material agreement or obligation to which it is a party or by which it is bound.


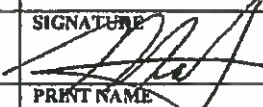
**10 Change Management**

MOD reserves the right, in its sole discretion, to make changes and enhancements to the equipment and software used to provide the services from time to time to maintain operations and as required for problem management and/or system security. MOD will use commercially reasonable efforts to implement changes during non-peak hours, except for changes required for emergency purposes, which may be made at any time. To the extent reasonable and commercially practicable, Client will be notified in advance of any expected outages, equipment and software enhancements.

11 Invoices

All invoices for MOD services shall be sent to the following representative of Client:

Alex Tait  
RBC Dominion Securities Inc.  
Royal Bank Plaza, South Tower 3<sup>rd</sup> floor  
200 Bay Street  
Toronto, ON M5J 2W7  
Canada

ACCEPTED MARKIT ON DEMAND, INC.	ACCEPTED ROYAL BANK OF CANADA
SIGNATURE 	SIGNATURE 
PRINT NAME Ben Taber	PRINT NAME MAARTEN JANSEN
TITLE Business Head, Custom Solutions	TITLE HEAD, INVESTMENT & TRADING
DATE OF SIGNATURE 8/7/2014	DATE OF SIGNATURE