



GEP: CDR0008737

BAML  
Schedule 168

Proprietary &amp; Confidential

**SCHEDULE #168:**  
**2024 Design Support for Alternative Investment Platform**

This Schedule 168 (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 168 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**

**1.1 Project**

S&P will provide a team of three(3) dedicated full-time equivalent employees ("FTEs") to progress work on certain innovative concepts for the Client's site, commencing on January 1, 2024 through December 31, 2024. Such team shall be referred to as the "Retainer Team".

Through the Retainer Team, S&P shall provide Client with support with the following initiatives:

- Design a user experience that is advisor-centered and intuitive
- Design a Smart, Actionable Home Page
- Design website that fits into the aesthetic and user experience that's presently located across front-office tools within Client Engagement Workstation
- Design Intuitive & Visual Fund Profile Pages (product specific marketing pages)
- Create a Simplified user flow, reducing "amount of clicks" needed to execute transactions
- Create a better workflow for home office users
- Incorporate ADA Compliance into the new design

These various initiatives described above shall collectively be referred to as the "Project."

**1.2 Retainer Team**

S&P will staff the Retainer Team with a team of three (3) FTEs across the following roles:

- Product Owner
- Designers
- Creative Directors

Client may request to increase the number of FTEs assigned to the Project, by providing S&P a written request at least 30 days in advance. Client may also request to decrease the number of FTEs assigned to the Project by no more than one (1) FTEs by providing S&P a 30 days prior written notice.

**1.3 Project Governance**

The Project will be delivered via the agile methodology. The deliverable for any given 2-week work period ("Sprint") will be defined and mutually agreed by Client and S&P at the beginning of each Sprint, and documented within the software application used by the parties to track activities.

**2 Term**

This Schedule #168 shall be effective as of the Effective Date and continue in full force and effect until December 31, 2024 ("Term"), unless either party notifies the other in writing of its decision not to continue the Term, no later than sixty (60) days prior.

**3 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.

**4 Service Fee**

Client will pay the monthly fixed fee for the Retainer Team described in Section 1 above. Monthly fees are as follows:

January 1, 2024 – June 30, 2024: \$60,000 monthly (\$20,000/FTE/month)

July 1, 2024 – December 31, 2024: \$75,000 monthly (\$25,000/Design FTE/month)

If there are no changes to the number of FTEs assigned to the Project during the Term, the total service fee for the services performed under this Schedule shall be \$810,000.

In the event Client requests and S&P agrees in writing to increase or decrease the number of FTEs for any number of Sprint(s), the fees shall be adjusted accordingly. In the event that the parties mutually agree to continue the project beyond the original Term, the parties will mutually agree in writing (through an amendment or change order) on the new term and the fees shall be adjusted accordingly.

Once this term of this Schedule #168 is complete, any further work will be addressed by amendment to this Schedule #168, creation of a new Schedule between the parties, or under Schedule #100 to the Application Development and Hosting Agreement, effective April 1, 2011, between the parties.



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The following contact individual shall be point of contact for this contract:

Alex Rajan  
AI & SAM Solutions  
Mail Code NY1-100-31-08  
One Bryant Park, Bank of America Tower  
New York, NY 10036  
(212) 449-3203

5 Invoices

Invoice shall be submitted to Client via the GEP SMART system:

ACCEPTED MARKIT NORTH AMERICA INC.	ACCEPTED MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
SIGNATURE <div>DocuSigned by: Renee Spampinato 2D2E73927A8344E...</div>	SIGNATURE <div>DocuSigned by: Shawn Dockery 7FF7B7A6826C479...</div>
PRINT NAME Renee Spampinato	PRINT NAME Shawn Dockery
TITLE Head of Fincentric	TITLE SVP, Procurement Manager
DATE OF SIGNATURE 3/1/2024	DATE OF SIGNATURE 3/4/2024