

AMENDMENT #4 TO THE AGREEMENT

This *Amendment #4* is entered into by The Toronto-Dominion Bank ("Client") and Markit North America Inc., ("Markit") and is entered into this day of March 1, 2021 ("Effective Date").

WHEREAS, the parties entered into a Master Services Agreement on May 1st 2013 for Markit to provide certain services ("Agreement");

WHEREAS, the parties entered into an amendment titled "Amendment to Agreement" on February 22nd 2016 and "Amendment #2 to the Agreement on April 30th 2018 varying the terms of the Agreement ("Amendment"), and "Amendment #3 to the Agreement on January 7th 2020 varying the terms of the Agreement ("Amendment"),

NOW THEREFORE, the parties wish to amend the terms of the Amendment, and agree to the following changes to such Amendment:

1. Exhibit 6 (Fees) of the Agreement will be deleted and replaced with the following:

Exhibit 6
Fees

TD will pay Supplier on a fixed price basis, in accordance with the Agreement, for work actually performed at the rates set out below.

Service	Hosting Fee (Monthly) (USD)	One-time Fee (USD)
TDW Hosting	\$88,250	
Comtext Fees – Pass thru ¹	\$1,650	
Wealth Desktop Services	\$26,000	
Mobile First Design & Discovery		\$0 ⁴
Mobile First MVP		\$0 ⁵
Mobile First Development		\$0 ⁶
Simultaneous Hosting ⁷	\$40,000	
<u>Monthly Hosting Fees</u>		
Discount ²		<u>(\$480,000)</u>
<u>TOTAL MONTHLY HOSTING FEES³</u>	<u>\$115,900</u>	

¹ Supplier shall invoice TD \$1,650 USD per month for certain Comtext Data that is displayed on the TD site.

² Discount is waiving fees for Mobile First Design & Discovery, Mobile First MVP, Mobile First Development Services detailed in the Statement of Work dated March 1, 2021 and Simultaneous Mobile First Hosting for the term of the Agreement.

³ Total Monthly Hosting Fee to be used for calculations of all Service Level Credits unless clearly specified otherwise.

⁴ .625 months of the Enhancement Allocation for WebBroker shall be utilized for the Mobile First Design & Discovery.

⁵ 3 months of the Enhancement Allocation for WebBroker shall be utilized for the Mobile First MVP.

⁶20 months of the Enhancement Allocation for WebBroker shall be utilized for the Mobile First Development. This estimate will be reassessed after the Mobile First Design & Discovery phase is completed.

⁷Fee to be charged if simultaneous hosting both the legacy TDW Hosting site and the Mobile First site.

The fixed monthly fee shall also include:

- 24.7.365 operation monitoring and problem resolution
- Telecom, hardware
- Data feed support and management
- Application support
- Enhancement Allocation: In addition to the services described above, Supplier shall provide TD with two hundred sixty (260) hours per month of agile scrum time for enhancements. For the avoidance of doubt, agile scrum time includes design; coding; release planning, building and testing; grooming; peer reviews; site maintenance and requirements review (“Enhancement Allocation of Enhancement Hours”). Production incidents and bugs are not included in the 260 hours. For the Term of this Agreement, the Enhancement Allocation for WebBroker shall be allocated towards the Mobile First efforts. For clarity, the hours shall be allocated as follows:

Business Line	Hours per month	Date in effect
WebBroker	260	From contract effective start date
Mobile First Development	40	From start of Mobile First Design and Discovery to completion of Mobile First Development
Advisory	40	From contract effective start date

Supplier will track hours spent on Enhancement Projects and provide TD with a monthly report of hours spent on Enhancement Projects, as well as year to date totals.

If there are unused hours in the Enhancement Allocation remaining at month-end, such hours will automatically carry over to the next month. TD may “borrow against” its Enhancement Allocation in order to allocate more hours to a certain project that it has accrued to date within a rolling twelve (12) month period. For clarity, TD may not “borrow ahead” outside of the contract term. The unused hours shall never exceed the number of hours that accrue in three (3) months; unused hours that exceed the total of three (3) months, shall be lost.

Additional Services as not provided for under this Statement of Work will be charged on a time and materials basis at the hourly rate of USD\$185.00 per hour, for the Term of the Agreement.

2. Section 7.3.2 (c) of the Agreement will be deleted and replaced with the following:

(c)for any Change required to comply with any TD policy or any amendment thereto (other than Changes required to be made by Vendor as a result of an amendment to a TD policy that is made by TD in order to comply with applicable law, which Vendor will make in accordance with Section 7.3.2 (b)), Vendor will be entitled to charge TD at the rate of \$185 USD per hours of actual hours worked.

Amendment #4] to Amendment to the Agreement

3. The parties acknowledge that a new master services agreement is in the process of negotiation and that in the event the parties enter into a new mutually agreed to master services agreement, the following pricing provisions of Exhibit 6 will apply including for a one year renewal of the SOW entered into coterminous with this Amendment: a) the application of the Discount of Fees for 12 month's Simultaneous Hosting at the applied rate of \$40,000 per month for a total discount of \$480, 000 and b) the provision of the Enhancement Hours as which for clarity shall be allocated as follows:

Business Line			Hours per month	Date in effect
WebBroker			260	From contract effective start date
Mobile Development First			40	From start of Mobile First Design and Discovery to completion of Mobile First Development
Advisory			40	From contract effective start date

Simultaneous Hosting ⁷	\$40,000
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Except to the extent expressly modified herein, all of the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

ACCEPTED MARKIT NORTH AMERICA INC.	ACCEPTED THE TORONTO-DOMINION BANK
SIGNATURE 	SIGNATURE 
PRINT NAME Catherine Alegra	PRINT NAME Richard T Wilks
TITLE Global Head - Markit Digital	TITLE VP wealth Business
DATE OF SIGNATURE 3/8/2021	DATE OF SIGNATURE 3/8/2021

Markit North America

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