

Proprietary &amp; Confidential

**SCHEDULE #153:  
2023 SUPPORT FOR  
RETIREMENT & PERSONAL WEALTH SOLUTIONS**

This *Schedule 153* to the *Application Development and Hosting Agreement* (the "Master Agreement"), MA-558-ml-2007 dated January 1, 2007 by and between Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Client") and Markit On Demand, Inc., formerly known as Wall Street On Demand, Inc. ("Markit"), is made and entered into between Client and Markit North America, a company incorporated in Delaware, United States of America whose principal office is at 620 8th Avenue, 35th Floor, New York, NY 10018, as of January 1, 2023 (the "Effective Date").

This Schedule #153 shall be a Schedule to the Master Agreement and, in the event of a conflict, inconsistency or ambiguity between the terms and conditions of this Schedule 153 and the Master Agreement, the terms and conditions of this Schedule 153 shall prevail. For purposes of this Schedule 153, the Master Agreement and this Schedule 153 shall be referred to herein as the Agreement.

## 1 Project Description

Markit will provide a team of seven (7) full-time equivalent employees ("FTEs") who will work exclusively on projects for Retirement & Personal Wealth Solutions for the period of January 1, 2023 through December 31, 2023 (the "Retainer"). These FTEs will provide maintenance and enhancement services for previously launched projects, as well as work on new initiatives as directed and prioritized by Client.

Under the Retainer, Markit is expected to focus on some or all of the following initiatives (collectively, "Project Scope"):

- o BofA ADA Compliance
- o Establish FA friendly Investment Research Page in IRIC
- o Filter Capabilities
- o GA Mapping Tool
- o Sample Menu Upload / Template Manager / IRIC Timing out
- o Addition of Revenue Sharing to IP Exhibits
- o Sourcing of 3(38)
- o Data Validation
- o Pending Reports
- o User Provisioning
- o Analytics
- Manage User Functionality
- Quarterly QA Validation File
- Relaunch of the Schedule Manager
- Compliance/Substantiation file
- CIF Profiles

Project Scope or deliverables provided for any given initiative may change during the course of the engagement by mutual agreement of the parties.

### 1.1 Project Team

Markit will staff the Retainer with a team of 7 FTEs approximately as follows:

- 1 Scrum Master
- 1 Product Owner
- 4 Technologists, including Tech Manager
- 1 Quality Assurance

In addition, Markit will pull in other personnel, such as members of Markit Digital's Design, Data Solutions, Financial Analytics, or other teams, as needed for specific projects.

### 1.2 Project Governance

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

Final non-technical development requirements for any enhancements will be shared with the Client prior to the start of development. The Client will sign off on the enhancement requirements prior to the start of development by Markit.

The parties acknowledge and agree that the Project Scope may need to be mutually redefined by the parties in writing from time to time based on the progress of the Sprints.

## 2 Service Level Agreements (SLAs)

Client and Markit will begin discussions around Service Level Agreements for defined deliverables. Client and Markit will establish agreed upon SLAs in good faith during 2023 calendar year and agree upon initiation of SLA deliverables as well as any resulting changes to commercial terms, planned projects, or team structure, which shall be documented in an amendment to this Schedule 153.

## 3 Term

This project will kick off on January 1, 2023 and conclude on December 31, 2023.

## 4 Content

Client will be responsible for licensing and providing all data, content, and fonts required for projects. Markit 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 fees for the Retainer described in Section 1 above: \$20,000/FTE/month. The total service fee for this contract shall be \$140,000 per month.

Markit shall invoice Client monthly in arrears through ARIBA.

Client may elect to increase or decrease the size of the Retainer Team by providing Markit sixty (60) days' notice; any such change shall be accomplished by amendment to this Schedule 153 or by separate Schedule.

Once this Term of this Schedule #153 is complete, any further work (including extension beyond the original Term) will be addressed by

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amendment to this Schedule #153, creation of a new Schedule between the parties, or under Schedule #100 between the parties.

Mail Code: NJ2-140-04-11  
Princeton Place at Hopewell Bldg. 4  
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Pennington, NJ 08534  
marie.amisson@bofa.com

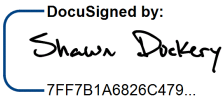
6 Contact

The contact for this Schedule 153 shall be:

Marie Amisson  
Retirement and Personal Wealth Solutions (RPWS)

Agreed to:

**MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED**

By:   
DocuSigned by:  
7FF7B1A6826C479...

Authorized Signature  
**Name:** Shawn Dockery  
**Title:** SVP, Procurement Manager  
**Date:** Per electronic signature

Agreed to:

**MARKIT NORTH AMERICA, INC.**

By:   
DocuSigned by:  
26AE663B5756428...

Authorized Signature  
**Name:** Catherine Allegra  
**Title:** Managing Director  
**Date:** Per electronic signature