

**ALLIANCEBERNSTEIN CORPORATION**  
**CHARTER OF THE EXECUTIVE COMMITTEE OF**  
**THE BOARD OF DIRECTORS**  
*(as adopted on September 23, 2020)*

**I. PURPOSE**

The purpose of the Executive Committee (the “Committee”) of the Board of Directors (the “Board”) of AllianceBernstein Corporation (the “Corporation”) is to exercise all of the powers and authority of the Board (with certain exceptions as noted in Section IV below) when the Board is not in session, or when it is impractical to assemble the Board. Without limiting the foregoing, the Committee shall determine for each calendar quarter the amount of Available Cash Flow and related distributions, if any, for each of AllianceBernstein L.P. (“AB”) and AllianceBernstein Holding L.P. (“AB Holding”) as more fully described in Section IV.B below.

The Committee shall fulfill this purpose primarily by carrying out the activities enumerated in this Charter on behalf of the Corporation, AB, AB’s wholly-owned subsidiaries (including Sanford C. Bernstein Limited and Autonomous Research LLP) and AB Holding.

**II. COMPOSITION**

The Committee shall consist of the Chairman of the Board of the Corporation (“Chair”), one or more directors who are executive officers of the Corporation, at least one director who is the Chairman of the Board of Equitable Holdings, Inc. (“EQH”), the Chief Executive Officer of EQH and/or an executive officer of any parent company of the Corporation (“EQH Representative”), and one or more directors who meet the “independence” requirements established by the Board and applicable laws, regulations and listing requirements. The Corporate Governance Committee shall make recommendations to the Board with respect to the directors who are to be members of the Committee and who are to fill vacancies on the Committee. The Board may remove a member from the Committee at any time, with or without cause.

The Chair shall serve as Chairperson of the Committee.

**III. MEETINGS**

The Committee shall meet as circumstances dictate on dates deemed by the Committee to be appropriate. Minutes will be taken and recorded by the Secretary of the Corporation and filed with the minutes of proceedings of the Board. The Chairperson of the Committee, or his or her designee, shall report on the activities of the Committee at

the next regularly-scheduled Board meeting, and the other directors shall be afforded the opportunity to ask questions of Committee members regarding action taken by the Committee.

The Committee is governed by the same rules regarding meetings (including meetings by conference telephone or similar communications equipment), action without meetings, notice, waiver of notice, and quorum and voting requirements as are applicable to the Board; provided, however, that (i) any action to be taken by the Committee must include the affirmative vote or consent of at least one member who is an EQH Representative, and (ii) any meeting of the Committee (other than meetings in respect of the activities described in Section IV.B. below) must include at least one Committee member who meets the “independence” requirements established by the Board and applicable laws, regulations and listing requirements. The Committee is authorized and empowered to adopt its own rules of procedure not inconsistent with (a) any provision of this Charter, (b) any provision of the By-laws of the Corporation, (c) any provision of the respective Amended and Restated Agreements of Limited Partnership of AB and AB Holding, or (d) the laws of the State of Delaware.

#### **IV. RESPONSIBILITIES AND DUTIES**

##### **A. In General**

The Committee is authorized to exercise all of the powers and authority of the Board at times when the Board is not meeting.

The Committee is not, however, permitted to exercise the powers of the Board if (i) such power is otherwise required by law or regulation to be exercised by the entire Board or by another committee composed solely of directors who meet applicable independence requirements, or (ii) in respect of transactions between (a) AB or a person or entity controlled by AB, and (b) an affiliate of AB, provided that none of AB, any person or entity controlled by AB or any person employed by AB or a person or entity controlled by AB shall be considered an affiliate of AB for purposes of this Charter. Furthermore, the Committee may not exercise a power specifically delegated by the Board to another standing committee of the Board (as such powers may from time to time be set forth in the respective charters of such committees).

In addition, the Committee shall:

- report regularly to the Board any significant matters discussed at Committee meetings or any actions taken by written consent without a meeting;
- discuss this charter annually and recommend amendments to the Corporate Governance Committee as considered necessary or desirable; and

- annually evaluate its own effectiveness and provide a report of that evaluation to the Board.

In carrying out its responsibilities, the Committee's policies and procedures should remain flexible in order to best react to changing conditions and to ensure that the Corporation's, AB's and AB Holding's practices are of the highest quality.

B. Reviewing Quarterly Financial Results; Unitholder Distributions

The Committee, unless otherwise determined by the Board during any calendar quarter, shall be responsible for:

(i) reviewing reports from management regarding quarterly financial results;

(ii) (a) determining Available Cash Flow (as such term is defined in the Agreement of Limited Partnership of AB, the "Partnership Agreement") of AB, if any, (b) instructing AB to distribute Available Cash Flow to the general partner and AB unitholders of record as specified in the Partnership Agreement, and (c) determining a record date for such distribution, if any; and

(iii) (a) determining Available Cash Flow (as such term is defined in the Agreement of Limited Partnership of AB Holding, the "AB Holding Partnership Agreement") of AllianceBernstein Holding, if any, (b) instructing AB Holding to distribute Available Cash Flow to the Partners (other than the Assignor Limited Partner) and Unitholders of record of AB Holding in accordance with their Percentage Interests (as such terms are defined in the AB Holding Partnership Agreement), and (c) determining a record date for such distribution, if any.