The Purchase Order Terms and Conditions together with its purchase order(s) (the "Order(s)"); user manuals, instructions, training materials, system manuals, specifications and all other Seller materials that describe the Products or Services (collectively, "PO") is between the Affiliate purchasing Products or Services as identified on an Order ("Refinitiv") and the supplier of Products or Services ("Seller").

1. Definitions. "Affiliate" means any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with Seller; "Order" means any document or oral order issued by the Orderer to the Seller indicating the applicable details of the Products or Services, materials, and other goods or services obtained by Refinitiv from Seller, as identified in an Order. "Services" means the services that are provided by Seller including, without limitation, installation, configuration, maintenance, and support, as identified in an Order.

2. Orders. Refinitiv may procure Products and Services from Seller by issuing an Order to Seller, and Seller shall provide such Products and Services as set forth in the Order. Time is of the essence in the performance of the PO. Seller shall be deemed to have indicated acceptance of an Order and the PO by commencement of performance hereunder. No changes by Seller to an Order, including any modifications to the scope of the Order, delivery or installation dates, or any other term, will be effective unless authorized by Refinitiv in writing. Seller may not make Product substitutions or overshipments without Refinitiv's prior written authorization. Refinitiv may from time to time request reasonable changes in writing in the scope of the Order, including but not limited to, Refinitiv's requirements, quantities, delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes. The Seller shall inform Refinitiv forthwith in the event of such changes being materially burdensome to the Seller.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv in writing on or before the delivery date, Seller shall fulfill the Order in one lot. Seller shall include in its shipment all user manuals, manufacturer warranties, or other materials, if such materials exist, that the Product manufacturer indicates are required to ship the Product. Refinitiv shall inspect all shipments, including but not limited to, the invoices, and correspondence with the order number and an itemized Product and Services list. Shipping terms are D.D.P. (named place of destination), unless otherwise specified on an Order (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Refinitiv.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv's Product receipt and return them at Seller's expense and risk. Seller shall arrange for and pay all costs and expenses of returning the returned Product. A. P. (named place of destination) return location, Seller must identify all shipments, shipping papers, support, as identified in an Order.

5. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller's personnel will observe and comply with Refinitiv's security procedures, rules, regulations, and policies (as updated from time to time) and Seller will use its best efforts to minimize any disruption to Refinitiv's normal business operations at all times. Seller shall comply with Refinitiv's Supply Chain Ethical Code, as may change from time to time. Refinitiv's Supply Chain Ethical Code is incorporated in this PO by reference and is posted at https://www.refinitiv.com/en/suppliers/ethical-practice/supply-chain-ethical-code. Seller shall maintain, at its sole cost and expense, insurance sufficient to cover all damages, liabilities and obligations arising from or related to the PO.

6. Environmental, Health and Safety Laws. For all potentially hazardous Products and/or Services, the Seller shall submit information to Refinitiv's Risk Management department, which shall at a minimum provide the information necessary to comply with the environmental, health and safety laws applicable in the jurisdiction for which the Product or Service is intended.

7. Pricing. Prices shall be as specified in the related Order. Seller shall promptly inform Refinitiv of all quantity and other discounts, price reductions, and promotions available from Seller for which Seller is entitled to receive all costs and reasonable attorney's fees on a full indemnity basis.

8. Invoicing; Payment; Taxes. Seller will invoice Refinitiv following its shipment of the Products or its performance of the Services. Refinitiv agrees to pay Seller on the Monday following net 60 days of receipt of Seller's undisputed invoice. Notwithstanding the foregoing, all claims, which by their nature are in dispute, or which contain or otherwise reflect such information provided by Refinitiv (collectively, "Confidential Information"); shall be held in confidence and shall remain the exclusive property of Refinitiv, and shall be used solely for the purpose of performance of the PO, and not without the written consent of Refinitiv. This Section 9 shall not apply to Confidential Information that the Seller can demonstrate (a) is or becomes generally available to the public other than as a result of disclosure by Seller; (b) is or becomes known to Seller prior to Seller's receipt of the notice of termination; (c) was known to or in its possession on a non-confidential basis prior to the date of disclosure to the Seller; or (d) is independently developed by the Seller without use of, or reference to, the Confidential Information.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless from any claims or damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) ("Losses") arising out of or resulting from: (i) claims of infringement, misappropriation, or violation of any Seller's or its employees, subcontractors or agents or a breach by Seller or its employees, subcontractors or agents of any representation, warranty, covenant or agreement made by it in any Order or PO; or (ii) damage to or destruction of the Products or Services, which by their nature are intended to survive expiration or termination will survive.

11. Non-Publicity. Seller shall not disclose, use, or refer to the PO, or the name, trademarks, trademarks or service marks of Refinitiv, in any advertising, publicity release, customer list, promotional or other published material without the prior written consent of Refinitiv, which consent may be withheld.

12. Rights Assignment. Seller hereby assigns to Refinitiv and its successors and assigns, without further consideration and with full title guarantee, the rights to the Services and payments therefor, including, without limitation, all sums due hereunder, and all rights, title, interest, and possession of any representation, warranty, covenant or agreement made by it in any Order or PO, which by their nature are intended to survive expiration or termination will survive.

13. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under the PO without the prior written consent of Refinitiv, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Refinitiv is void.

14. Governing Law. All matters arising out of or related to the PO shall be governed by and shall be construed in accordance with the laws of Singapore.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

21. Severability. If any PO provision is held invalid or unenforceable, such provision will be deemed deleted from the PO and replaced by a valid and enforceable provision which so far as possible achieves the purpose and intent of the parties' interest in agreeing to the original provision. The remaining provisions of the PO will stay in effect.

22. Governing Law. All preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document which conflict with the terms of the PO are deemed superseded by the PO. Licensing terms, which may accompany Products, will supplement the terms of the PO where the terms of the PO and the licensing terms are in conflict. In any action brought under or relating to the PO, Refinitiv is entitled to receive all costs and reasonable attorney's fees on a full indemnity basis.

23. Entire Agreement. Except as otherwise allowed in Section 22, the PO constitutes the entire agreement between the parties and supersedes all previous agreements, written or oral, between the parties with respect to the PO subject matter and cannot be modified except in writing, signed by the parties. Nothing in this Section 23 shall exclude or limit either party's liability for fraud or deceit.

24. Rights of Third Parties. Save for any Affiliate of Refinitiv which may enforce the terms of the PO against the Seller as a third party beneficiary under the Contracts (Rights of Third Parties) Act (the "Third Party Rights Act") (the "Supplementary Agreement") on the terms of such PO, as amended from time to time, subject to the limitations and exclusions of liability contained in the PO and provided that the parties to the PO may cancel or vary the terms and conditions of the PO without the consent of such Affiliates, no other third party will be
25. Notice. Notices under the PO must be in writing and may be delivered by hand or registered mail to the addresses of the parties. Notice will be deemed given upon written acknowledgment of receipt by the receiving party.

26. Dispute Resolution. Any dispute, controversy or claim arising out of or in relation to the PO, or the breach termination or invalidity thereof, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules, 2nd edition, 22 October 1997) or such amendment(s) thereto for the time being in force. The arbitration shall be conducted in the English language before a Tribunal of three (3) arbitrators.