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 Financial & Risk US Holdings, Inc., Financial & Risk UK Parent Limited or that is a successor (including, by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to any such business entity or its business and assets. “Products” means the equipment, materials, and other goods obtained by Refinitiv from Seller, as identified in the Products. “Services” means the Services that are provided by Seller, including, without limitation, training, installation, integration, and 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 this PO. Seller shall be deemed to have indicated acceptance of an Order and this PO when Seller (a) delivers the Products, (b) provides the Services, or (c) performs the Services. Refinitiv may, at any time and for any reason, by written notice to Seller. Upon receipt of such notice, Seller will, unless otherwise directed, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this PO. Seller and Refinitiv may terminate this PO for convenience by giving notice in writing. Notwithstanding the notice, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv’s Product receipt and receive a full refund, except that the Products must be in their original packing and in condition for resale as new; Products that are custom or obsolete are not returnable, except in the case of a defective Product. For all permitted returns, Refinitiv shall notify Seller of its intent to return Products within 24 hours of Refinitiv’s notification, Seller will assign and provide to Refinitiv, a Return Materials Authorization (“RMA”) number. If the return is due to Refinitiv’s error, the shipping terms for the returned Products are D.A.P. Destination (INCOTERMS 2010). The shipping terms for all other Product returns are E.X.W. Originating (INCOTERMS 2010).

5. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller 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 it may change from time to time. Refinitiv’s Supply Chain Ethical Code is incorporated into this PO by this reference and is posted at https://www.refinitiv.com/en/supplier-portal/supply-chain/ethical-code.html. 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. Material Safety Data Sheets or Equivalent Information. For all potentially hazardous Products or Services, the Seller shall submit information, including Material Safety Data Sheets where they exist, to Refinitiv’s Risk, 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 any material and other discounts, price reductions, and promotions available from Seller for which Refinitiv is or may become eligible. Unless otherwise specifically permitted in this PO, there is no additional charge to Refinitiv for Seller to perform its obligations or for Refinitiv to exercise its rights under this PO.

8. Invoicing; Payment; Taxes. Seller will invoice Refinitiv following its shipment of the Products or its performance of Services. Refinitiv agrees to pay Seller on the Monday following not 60 days of Refinitiv’s official receipt of Seller’s undisputed invoice. Notwithstanding the foregoing, all claims for money due or to become due to Seller from Refinitiv shall be subject to deduction by Refinitiv for any setoff or counterclaim arising out of the PO. Refinitiv is entitled to make payments to Seller via any Refinitiv designated procurement card, company check, or Electronic Funds Transfer (“EFT”). Prices do not include any sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, Seller will separately state them on the invoice. However, if Refinitiv provides Seller with a direct pay permit number, then Refinitiv will pay the applicable taxes. Refinitiv has no obligation to pay any taxes or fees that are based on Seller’s net income.

9. Warranties. Seller represents and warrants to Refinitiv that: (a) it is an entity validly existing under applicable laws of Seller’s jurisdiction, (b) Seller has all appropriate power and authority to enter into and to perform all its obligations hereunder; (c) Seller’s performance of all its obligations hereunder does not violate any applicable law, statute, regulation or ordinance; (d) no third party intellectual property rights are violated by Seller performance of its obligations or by Refinitiv’s use of the Products and Services; (e) the Products and Services are free from material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (f) the Products and Services are suitable for the intended purpose, if the purpose is made known to Seller and Refinitiv relies on Seller’s judgment and selection; (i) the Product is new and not used, reconditioned, or remanufactured; and (j) it will perform the Services in a professional and ethical manner. Seller agrees to notify Refinitiv immediately of any claimed or threatened claims pending that could have a material adverse effect on Seller’s ability to perform its obligations hereunder or on Refinitiv’s enjoyment of the rights granted hereunder; (k) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (l) the Products and Services are not subject to or in violation of any embargo, sanction, or similar law or regulation; and (m) Seller shall perform the Services in a professional and ethical manner. If the Service fails to satisfy these representations and warranties, without limitation to Refinitiv’s other rights and remedies, Seller at its own expense, will promptly repair or replace the Product with new conforming product or reperform the Services, as applicable; provided however, that Refinitiv may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless from all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees, collectively, “Losses”) as a result of such Losses (or actions in respect thereof) are related to a breach by Seller of any representation, warranty, covenant or agreement of Seller in this PO, any act or omission by Seller or its employees or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder.

11. Confidential Information; Rights Assignment. All information (including but not limited to materials, systems, software, hardware, tooling and equipment) and information acquired directly or indirectly by Refinitiv’s prior written authorization. Refinitiv may from time to time request reasonable changes 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.

12. No Publicity. Seller shall not disclose, use, or refer to this PO, or the name, trade names, 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 at Refinitiv’s sole discretion.

13. Independent Contractor. Seller is a nonexclusive independent contractor to Refinitiv. The execution and completion of this PO require the full and exclusive attention of Seller. Seller shall not assign, transfer, or delegate any of its rights or obligations hereunder, whether by way of sale, license, transfer, merger, consolidation, reorganization, sale or other disposition or otherwise. If Seller assigns, transfers, or delegates any or all of its rights or obligations hereunder, without Refinitiv’s prior written consent, such assignment, transfer or delegation shall be void and of no effect. All assignments, transfers, or delegations shall be null and void.

14. Termination. Refinitiv may terminate the performance of work under this PO in whole or in part at any time and for any reason, by written notice to Seller. Upon receipt of such notice, Seller will, unless otherwise directed, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this PO. Seller and Refinitiv may terminate this PO for convenience by giving notice in writing. Notwithstanding the notice, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

15. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this 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. For permitted subcontracts, assignments, or other transfer of the rights or obligations by Seller, Seller remains jointly and severally liable for the actions or omissions of the assignee. This PO is binding upon the parties’ respective successors and permitted assigns.

16. Compliance with Laws. The parties shall comply with all laws and regulations of a country, while in that country, as the laws and regulations may change from time to time.

17. Non- Waiver. No course of dealing, course of performance, or failure of either party to enforce strictly any PO provision is to be construed as a waiver of a provision.

18. Special U.S. Government Provisions. In connection with Seller’s performance under this PO, Seller agrees to comply with the Federal Acquisition Regulation (“FAR”), as applicable, including those provisions of FAR 52.244-5, as applicable. Specifically, Seller agrees to comply with the following regulations, as applicable, in their entirety: Equal Opportunity and Affirmative Action. Refinitiv is an Equal Opportunity and Affirmative Action Employer. Unless exempt, Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as all citizens of the United States or as qualified applicants with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or expression or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. If applicable, Seller shall also abide by the requirements of 41 CFR § 60-1.4(a), as required by the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. §§ 4123(a) and 4124(b), as required by 41 CFR § 60-741.5(a). Notwithstanding the foregoing, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and in addition to all other remedies available to Refinitiv under the law of any applicable jurisdiction. At any time under this PO, Refinitiv is entitled to receive all costs and reasonable attorney’s fees.

20. Governing Law. If the purchaser is a United States company, the laws of the State of New York (without regard to conflicts of laws) govern all matters arising out of or relating to this PO; the jurisdiction of New York City Court that the purchaser is a Canadian company, the laws of the Province of Ontario (without regard to conflicts of laws), and the laws of Canada applicable therein, govern all matters
21. **Language.** At the request of the parties, the official language of this Agreement and all communications and documents relating thereto is the English language and the English-language version shall govern all interpretation of the Agreement. À la demande des parties, la langue officielle de la présente convention ainsi que toutes communications et tous documents s’y rapportant est la langue anglaise, et la version anglaise est celle qui régît toute interprétation de la présente convention.

22. **Severability.** If any PO provision is held invalid or unenforceable, such provision will be deemed deleted from this PO and replaced by a valid and enforceable provision which so far as possible achieves the parties’ intent in agreeing to the original provision. This PO’s remaining provisions will stay in effect.

23. **Supremacy.** Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document which conflict with the terms of this PO are deemed superseded by this PO. Licensing terms, which may accompany Products, will supplement the terms of this PO where the terms do not conflict. If Sellor and Refinitiv have a signed agreement for Products and Services, such agreement supersedes the PO.

24. **Entire Agreement.** Except as otherwise allowed in Section 23, this 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 a writing signed by the parties.