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, the party identified in an Order. "Services" means the services that are the subject of the PO and shall remain the exclusive property of Seller. Notwithstanding the foregoing, all claims for invalid or unenforceable, such provision will be deemed void and voidable, and any provision, or unlawful use or disclosure)

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. The PO is binding upon the parties' respective successors and permitted assigns. The parties shall comply with all laws and regulations of the jurisdiction in which the PO is executed.

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 requires or recommends to be shipped with the Product. The PO includes all relevant invoices, and correspondence with the order number and an itemized Product and Service 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 the full purchase price of the Product. Products returned within this time frame must be in resaleable condition, and all taxes and duties must also be paid. 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 and indicate when it expects to return them. Refinitiv will assign and provide to Seller 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. (named place of destination) (INCOTERMS 2010). The shipping terms for the return of other Products is as indicated on the PO.

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 it may change from time to time. Refinitiv's Supply Chain Ethical Code is incorporated into this PO by reference and is posted at https://www.refinitiv.com/en/supplier/policy/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 changes, which include, but are not limited to, one of the following: (a) an increase in the manufacture intended to remain with the Products. Seller must identify all shipments, shipping papers, manuals, instructions, training materials, system manuals, specifications and all otherSeller materials related to the Services (including, without limitation, all intellectual property rights in such work product whether existing now or in the future; whether or not registered and all applications and renewals for the same) and waivers or shall procure the waiver of all moral rights in relation to such work product.

8. Invoicing; Payment; Taxes. Seller shall invoice Refinitiv following its shipment of the Products or its performance of the Services. Refinitiv agrees to pay Seller on the following net 60 days from the date of Refinitiv’s official receipt of Seller’s undisputed invoice. Notwithstanding the foregoing, all claims for invalid or unenforceable, such provision will be deemed void and voidable, and any provision, or unlawful use or disclosure.

9. Warranties. Seller warrants that: (a) it is an entity validly existing under the laws of the jurisdiction of its formation and is duly authorized to enter into, perform and consummate the transactions contemplated by the PO; (b) it has all necessary power and authority to enter into, execute and perform the PO; that the Products and Services are free of all liens and encumbrances and there are no actual 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 services granted hereunder; (c) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (d) the Products and Services are free of material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (e) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (f) the Products and Services are free of material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (g) the Products and Services are free of material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (h) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (i) the Products and Services are free of material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (j) the Products and Services are free of material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (k) it 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 cheque, or telegraphic funds transfer. Prices do not include any taxes and duties, value-added taxes, sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, Seller will separately state them on the invoice. Refinitiv has no obligation to pay any taxes or fees that are based on Seller’s net income. If any law or convention remains unapplied, after the due date for payment, the Seller’s sole remedy shall be to charge interest at the annual rate of 2% above the prime lending rate of banks in Singapore from time to time, subject to interest accruing on a monthly basis.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless from all claims, actions, demands, or proceedings made against Refinitiv ("Claims") or any liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) ("Losses") arising from or related to anyClaims or any liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) ("Losses") arising from or related to any. The Seller will defend, indemnify, and hold Refinitiv harmless from, and against, any claims, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) ("Losses") arising from or related to any.
entitled to enforce any of the terms of the PO under the CRTP Act, as amended from time to time, or otherwise.

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") (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.