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 (whether by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to Refinitiv Holdings Limited or its business and assets. “Products” means the equipment, materials, and other goods obtained by Refinitiv from Seller to pay any taxes or fees that are based on Seller’s net income. If any undisputed invoices remain unpaid after the due date for payment, the Seller’s sole remedy shall be all claims for money due or to become due to Seller from the due date for the return, replacement or repair of the Product or Services list.

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 comply with the terms and conditions of this PO and this PO by commencement of performance hereunder. No changes by Seller to an Order, including adjustment of the price, quantity, or the delivery or installation dates, or any other term, will be effective unless authorized by Refinitiv in writing. Seller may not make Product substitutions or over shipments without 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.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv 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 intended to remain with the Products. Seller must identify all shipments, shipping packages, invoices, work products, and all data or other information that it delivers, whether it is being delivered under this PO or its performance of this PO. Shipping terms for all other Product returns are E.X.W. Origination (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 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. Seller shall comply with Refinitiv’s Returns Policy. Refinitiv shall provide Seller with written notification of the product returns within 24 hours after receipt of the Product or Services list. Seller may return Products and 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.W.O. Origination (INCOTERMS 2010).

5. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller agrees to abide by Refinitiv’s rules, policies, procedures, regulations, and safety laws applicable to work in process required for delivery to or in connection with such work product. 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 information shall be thoroughly documented. Refinitiv’s definition of “potentially hazardous products” shall mean products that 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 contract 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 addition of taxes to the Product. Refinitiv for the performance of 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 the Services. Refinitiv agrees to pay Seller on the Monday following net 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 claims arising out of the PO. Refinitiv is entitled to make payments to Seller via any Refinitiv-designated procurement card, company cheque, or Electronic Funds Transfer (“EFT”). Prices do not include any value-added, 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. Any undisputed invoices remain unpaid after the due date for payment, the Seller’s sole remedy shall be to charge interest at the annual rate of 2% above the base rate of HSBC Bank plc from time to time, such interest to accrue on a monthly basis.

9. Warranties. Seller represents, warrants and undertakes to Refinitiv that (a) it is an entity validly existing under applicable laws; (b) it has all necessary right, title, license and authority to enter into the Order and to carry out 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 or Services; (e) 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 rights granted hereunder; (f) it has appropriate agreements with its employees and contractors to control its use of such information; (g) the Products and Services are free of all material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (h) 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, substituted, repaired, or reconditioned; and (j) it will perform the Services in a professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, 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, if it determines it will 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, or proceedings made against Refinitiv (“Claims”) or any liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) (‘Losses”) insofar as such Claims or Losses are related to a breach by Seller of the terms of this PO or any obligations under this PO, warranties, covenant or agreements made by it hereunder or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder.

11. Sensitive Information. All information that is not limited to materials, systems, software, hardware, tooling and equipment) and information acquired directly or indirectly (including but not limited to, visual, computer, electrical, and data/information), by Seller from Refinitiv, or analyses, compilations, studies or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by Refinitiv (collectively, “Sensitive Information”), shall be held in confidence and shall remain the exclusive property of Refinitiv, and shall be used and disclosed by Seller only to the extent necessary for its performance of this PO. This Section shall not apply to Sensitive Information that the Seller can demonstrate (a) is or becomes generally available to the public other than as a result of disclosure by the Seller or anyone to whom it transmits the Sensitive Information; (b) was known to it or in its possession on a nonexclusive independent contractor to Refinitiv. The employees or agents of Seller are not employees of Refinitiv and are not eligible to participate in any benefits or privileges given or extended by Refinitiv, or by operation of law, to Refinitiv employees. Seller has no authority to assume or create any obligation, express or implied, on behalf of Refinitiv.

15. 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, and 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 and will promptly cancel all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to this PO. Refinitiv shall have no liability to Seller beyond payment of any balance owed for material purchased to the date of notice to Seller; or by Refinitiv prior to Seller’s receipt of the notice of termination and for work in process required for delivery to Refinitiv. Notwithstanding any other provision of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

16. 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. Refinitiv shall be entitled to subcontract, assign or otherwise transfer any of its rights or obligations under this PO to any third party. This PO is binding upon the parties’ respective successors and permitted assigns.

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

18. 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.

19. Remedies; Legal Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and additional to any other rights and remedies provided in law or equity. In any action brought under this PO, Refinitiv is entitled to receive all costs and reasonable legal fees.

20. Governing Law. The laws of Ireland (without regard to conflicts of laws) govern all matters arising out of or relating to this PO. The Seller submits to the irrevocable jurisdiction of the Irish Courts. 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 shall be 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.

22. 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. In the event of any conflict between the terms of this PO and any other agreement, the terms of this PO shall control. If any provision of this PO is held invalid or unenforceable, such provision will be modified to give maximum effect to its intent insofar as possible, and the remaining provisions of this PO shall remain in full force and effect.
23. ** Entire Agreement.** Except as otherwise allowed in Section 22, 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. Nothing in this Section 23 shall exclude or limit either party’s liability for fraud or deceit.