PURCHASE ORDER TERMS AND CONDITIONS

The Order Purchase 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 delivered to Buyer in connection with the sale of Products or Services as identified on an Order ("Refrinitiv") 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, without limitation, by change of name, dissolution, merger, reorganization, reorganization in liquidation or acquisition of all or substantially all of the assets or 100% of the stock or voting interest of) 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 an Order. "Services" means the services that are provided by Seller including, without limitation, training, installation, configuration, 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 accepted an Order of this PO by delivering the Products and/or Services specified in the Order and resolving any and all disputes as to the scope of the work and the materials furnished, and failing to object to delivery as defined in the Order. Notwithstanding the foregoing, if the quantities, prices, terms, or conditions of an Order are less than, equal to, or greater than, the quantities, prices, terms, or conditions specified in a previous similar document which conflict with the terms of this PO are deemed superseded by this PO. If a subsequent or additional Order is issued by Refinitiv, such Order will be deemed to be a supplement to this PO and will not modify this PO's terms unless the Order is expressly accepted and is in writing. Seller may elect to refuse delivery of Products or Services in accordance with the terms of this PO. In the event of a change in the order of work as specified in the PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

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 shall identify all shipments, shipping papers, and packing slips with the carrier used for delivery. Refinitiv shall be notified in advance of all transportation and shipping charges. Shipping terms are D.P.D. 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 delivery of a new Product in the same condition as when it was received in accordance 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 and provide a return authorization number. Seller shall refund the purchase price of the Products to Refinitiv in accordance with the Incoterm used in that country, as the laws and regulations in that country may govern the return of goods. Refinitiv is entitled to receive all costs and reasonable attorney’s fees. Seller shall have no liability to Refinitiv for any returned Product.

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 Security and Privacy Policies Change from time to time. Refinitiv’s Security and Privacy Policies as 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. Environmental, Health and Safety Laws. All potentially hazardous Products and/or Services, the Seller shall provide information to Refinitiv on the handling, transport, and disposal of such Products and/or Services, including any information that is necessary to comply with the requirements of any 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 Refinitiv is entitled to receive all costs and reasonable attorney’s fees. Seller shall have no liability to Refinitiv for any returned Product.

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 from Refinitiv under any Order may be withheld if any dispute, whether then pending or thereafter arising, shall exist 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.

21. Governing Law. The laws of New Zealand (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 New Zealand Courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

22. Non-Applicability. If any provision of this PO is 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 remain in effect.

23. Supremacy. Any preprinted terms and conditions on a quotation, acknowledge, 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, and the terms of this PO shall have priority over, and will prevail over, any other terms and conditions. The Seller shall have no liability to Refinitiv for any paid or prepaid taxes, fees, or other similar assessments which have been added to the price or charge.

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. Nothing in this Section 23 shall exclude or limit either party’s liability for fraud or deceit.

25. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller. "Affiliate" means any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with any of the other Seller entities or their Affiliates. "Losses" as used in this PO refer to any claims, actions, demands, or proceedings made against Refinitiv ("Claims") or any liabilities, losses, damages, costs, expenses, or fees related to or resulting from, as to any such Affiliates or any "Losses" as incurred by an Affiliates or in relation to any "Losses" suffered by an Affiliate, including, without limitation, the cost of any investigation, litigation, or recovery of any claims made or threatened against an Affiliate or any "Losses" suffered by an Affiliate. Seller agrees to the loss 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, costs, expenses, or fees related to or resulting from, as to any such Affiliates or any "Losses" as incurred by a seller or in relation to any "Losses" suffered by a seller, including, without limitation, the cost of any investigation, litigation, or recovery of any claims made or threatened against an Affiliate or any "Losses" suffered by an Affiliate. "Losses" as incurred by an Affiliate or in relation to any "Losses" suffered by an Affiliate. Seller agrees to the loss of all fees and expenses paid in lieu of such repair, replacement or reperformance.