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, distribution, merger, consolidation, reorganization, sale, or other transaction) 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 an Order. “Services” means the services that are provided by Seller, including 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 the PO. Seller shall be deemed to have indicated acceptance of an Order for the PO, unless Seller requests a prior written authorization. Refinitiv may from time to time request reasonable changes in writing in the PO, subject to the conditions set forth in Seller’s order. Any such purchase order that reflects such changes and for which any undelivered portion of such PO remains unexecuted shall be considered to be an Order for provides effectiveness 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 PO. Seller shall comply with all material terms and conditions of the PO, including all 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 without the benefit of Seller’s consent.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv in writing on or before the delivery date, Seller shall furnish the Order in one lot. Seller shall include in its shipment all user manuals, other instructions furnished by the manufacturer intended to remain with the Products. Seller must identify all shipments, shipping papers, 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). The shipping costs will be borne by Seller, unless otherwise specified in the PO. Refinitiv has the right to return or test any returned Product at its sole expense.

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 packaging 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 and 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 F.O.B. (named place of destination) (INCOTERMS 2010). The shipping terms for all other Product returns are E.X.W. Origination (INCOTERMS 2010).

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 this reference and is posted at: https://www.refinitiv.com/en/supplier- code/supply-chain-ethical-code.html. Seller shall maintain, at its sole 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 changes, revisions, or price increases. Refinitiv’s confirmation of a price increase shall not affect previously issued orders or quotations. Seller may increase the price only if the price increase is or may become eligible. Unless otherwise specifically permitted in the PO, there is no additional charge to Refinitiv for Seller to perform its obligations or for Refinitiv to exercise its rights under the 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 from Refinitiv’s official receipt of Seller’s undisputed invoice. Notwithstanding the foregoing, all claims for money due or to become due from Seller to 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 cheques, or telegraphic transfers or by other means acceptable to both parties. Invoicing procedures and discounts, including, without limitation, all intellectual property rights in such information obtained by Refinitiv from Services or provided by Seller, must be 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 remove 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, or proceedings made against Refinitiv (“Claims”) or any liabilities, damages, settlements, judgments, costs and expenses (including reasonable attorneys’ fees (“Losses”) insofar as such Claims or Losses are related to any act or omission, willful misconduct, negligence, or gross negligence of Seller 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 hereunder or any injury or damage caused by Seller or its employees, subcontractors or agents or the Products to persons or property during the performance of its obligations hereunder.

11. Confidential Information. All goods (including but not limited to materials, systems, software, hardware, tools and equipment) and information acquired directly or indirectly (including but not limited to oral, written, visual, graphical, and electronic information), by Seller from Refinitiv, or analyses, comparisons, studies or other documents prepared by Seller or its representatives which reflect information collectively, confidential information shall be held in confidence and shall remain the exclusive property of Refinitiv, and shall be used and disclosed solely by Seller to the extent necessary for its performance of the PO, and not otherwise.

12. Rights Assignment. Seller hereby assigns to Refinitiv and its successors and assigns, without further consideration and with full title guarantee, the entire worldwide right, title, and interest to all of the Products and Services and other property rights and all related and related to the PO. Seller shall provide, without further consideration, to Refinitiv, all claims, rights and interests in the Products and Services for which any undelivered portion of such PO remains unexecuted. Seller shall not assign any rights or obligations hereunder to any third party without prior written consent of Refinitiv, which consent may be withheld.

15. Termination. Refinitiv may terminate the performance of work under the 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 specified, refund all payments due but not earned by Seller, and stop all work under the PO. Seller shall maintain, at its sole expense, insurance sufficient to cover all damages, liabilities and obligations arising from or related to the PO.

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

18. Non-Release. No course of dealing, course of performance, or failure of either party to enforce any provision of this PO is to be construed as a waiver of the provision.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in the PO are cumulative and additional to any other rights and remedies provided in law or equity. In any action brought under the PO, Refinitiv is entitled to receive all costs and reasonable attorney’s fees on a full indemnity basis.

20. Governing Law. All matters arising out of or relating to the PO shall be governed by and 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 provision of this PO is held invalid or unenforceable, such provision will be deemed amended to the extent necessary to make it enforceable and all other provisions of this PO will remain in full force and effect.

22. Supreme. Any preprinted terms and conditions on a quotation, acknowledgment, invoice, or similar document which conflict with the terms of the PO are deemed superseded by the PO. In the event that there is a conflict between the PO and any other contract, order, or other document, the terms of the PO shall control unless the parties agree to the contrary.

23. Entire Agreement. Except as otherwise allowed in Section 22, the PO constitutes the entire agreement 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 any 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 "CRTP Act") (Chapter 53B) of Singapore, 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 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.