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 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., Parent Limited or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to such any business entity or its predecessors. "Products" means the equipment, materials, software, and other products or services furnished by Seller, 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. It is time of the essence in the performance of this PO. Seller shall be deemed to have indicated acceptance of an Order 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 in writing by Refinitiv. Seller may not make Product substitutions orishments 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, and schedules. 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 instructions, or such materials exist, that the Product manufacturer intended to remain with the Products. Seller must identify all shipments, shipping papers, invoices, and correspondence with the order number and a itemized Product and Services list. Shipping terms are F.O.B. Destination specified on the Order (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to charge to Buyer. Products and Services may or may become eligible. Unless otherwise specifically permitted in the Order, Buyer shall not be responsible for any taxes, fees, duties, or other similar taxes. If such taxes are imposed, Seller shall pay all such taxes, fees, duties, or other similar taxes. Refinitiv reserves the right to offset any amount credited against sums owed by Buyer to Seller. Refinitiv shall not be liable for any Product or Service that cannot be used due to a change in the applicable tax laws or a change in the applicable tax regulations.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv’s receipt and receive a full refund, except that the Products must be in their original packaging and for resale as new; Products that are custom or obsolete are not returnable except in the case of a defective Product. For any Product not returned 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. Destination (INCOTERMS 2010). The shipping terms for all other Product returns are F.O.B. 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 disruptions 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/supply-chain-ethical-code.html. Seller shall maintain, as 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 changes in pricing and any promotions. Refinitiv is responsible for the accuracy of all charges. Refinitiv reserves the right to adjust the price of Products and Services to reflect any changes in the law or regulations, which may affect costs of materials, labor, and supplies in connection with the performance of this PO and will promptly cancel all existing orders and terminate all contracts in such as such contracts or subcontracts are chargeable to this PO. Refinitiv shall have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Refinitiv prior to Seller’s receipt of the notice of termination and for work in progress required for delivery to Refinitiv. Notwithstanding any other provisions of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

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 not 60 days of Refinitiv’s receipt of Seller’s undisputed invoice. Notwithstanding the foregoing, all claims for taxes, fees, duties, or other similar taxes imposed on Seller by the law of the country, state, or locality in which the Order is or may become eligible. Unless otherwise specifically permitted in the Order, Buyer shall not be responsible for any add-on additional to the taxes, fees, duties, or other similar taxes. If such taxes are imposed, Seller shall pay all such taxes, fees, duties, or other similar taxes. Refinitiv reserves the right to offset any amount credited against sums owed by Buyer to Seller. Refinitiv shall not be liable for any Product or Service that cannot be used due to a change in the applicable tax laws or a change in the applicable tax regulations.

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 rights, title, license and authority to enter into the PO and to perform all of its obligations hereunder; (c) Seller’s performance of all of its obligations hereunder does not violate any statute, law, rule, regulation or ordinance; (d) no third party intellectual property rights are violated by Seller performance of its obligations or by the use of Seller’s use of the Products and 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 perform its obligations under the PO; (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 refurbished; (ii) it will perform as advertised; (iii) it will be manufactured using 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 remedies, Seller must either repair or replace the Product with a new Product conforming to the PO 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, losses, costs, damages, or expenses (including reasonable attorneys’ fees) arising from claims, actions, demands, or proceedings, 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.

11. 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.

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 work product related to the Services (including, without limitation, all intellectual property rights in such work product 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.

13. 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. Seller shall maintain all the consents, licenses and permissions to enable the provision of the Services and/or provision of the Products.

14. Governing Law. The laws of England and Wales (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 English 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 will be deemed deleted from this PO and replaced by a valid and enforceable provision which for so far as possible achieves the parties’ intent in agreeing to the original provision. This PO’s remaining provisions will stay in effect.

22. Entire Agreement. Except as otherwise allowed in Section 22, this PO constitutes the entire agreement between the parties and supersedes any prior 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.

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