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 (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) 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 the Order. "Services" means the services that are provided by Seller including, without limitation, training, installation, integration, 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 indicated acceptance of an Order and this PO when it dispatches the Products or provides the Services as ordered or stated in the Order. Seller acknowledges that an Order is voidable if all or any portion of the first delivery of Products or first performance of Services is defective.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv on or before the delivery date, Seller shall fill 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 retain with the shipment. Seller shall 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. 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 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 D.A.P. Destination (INCOTERMS 2010). The shipping terms for all other Product returns are E.X.W. Originating (INCOTERMS 2010).

5. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller 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-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. Material Safety Data Sheets or Equivalent Information. For all potentially hazardous Products or Services, the Seller shall submit information, including Material Safety Data Sheets where they exist, to Refinitiv’s Risk, 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 discounts, price reductions, and promotions available from Seller for which Refinitiv may benefit, as well as any errors, omissions, or discrepancies. If Seller fails to notify Refinitiv of any purchase price change, Refinitiv may terminate the PO or request a pro-rata adjustment of any PO delivery to reflect the price change. Seller agrees to comply with the following regulations, as applicable, in their entirety: as those provisions of FAR 52.244-16 ("Simplified Acquisition Procedures") as applicable. Specifically, Seller agrees to comply with all laws and regulations of a country, while in the performance of this PO. Notwithstanding any other provision of the PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

15. 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. This PO is binding upon the parties’ respective successors and permitted assigns.

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

17. 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.

18. Special U.S. Government Provisions. In connection with Seller’s performance under this PO, Seller agrees to comply with all laws and regulations including, without limitation, FAR, as applicable. Specifically, Seller agrees to comply with all laws and regulations of a country, while in the performance of this PO. Notwithstanding any other provision of the PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and in addition to any other remedies available at law or in equity, whether arising out of this PO or otherwise. Refinitiv is entitled to receive all costs and reasonable attorney’s fees.
arising out of or related to this PO; the jurisdictional venue is in Toronto in the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

21. **Language.** At the request of the parties, the official language of this Agreement and all communications and documents relating hereto is the English language and the English-language version shall govern all interpretation of the Agreement. À la demande des parties, la langue officielle de la présente convention ainsi que toutes communications et tous documents s’y rapportant est la langue anglaise, et la version anglaise est celle qui régit toute interprétation de la présente convention.

22. **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 so far as possible achieves the parties’ intent in agreeing to the original provision. This PO’s remaining provisions will stay in effect.

23. **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. Licensing terms, which may accompany Products, will supplement the terms of this PO where the terms do not conflict. If Seller and Refinitiv have a signed agreement for Products and Services, such agreement supersedes the PO.

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.