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 Product(s) and Services identified specifically in 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 is a successor (whether by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to it or its business or 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 the 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 by commencement of performance hereunder. No changes by Seller to an Order, including adjustment of the price, or other terms or conditions or effect of any изменения, shall be 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 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 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 at time of return. Product returns are not accepted if multiple products are returned. Seller must notify Refinitiv of such return and provide a Return Merchandise Authorization (“RMA”) number. If the return is due to production defects of the Product, Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes. 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.

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 safety and health laws applicable at the time of delivery in the jurisdiction for which the Product or Service is intended.

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 at the time of delivery 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 any quantity and other discounts, price reductions, and promotions available from Seller for which Refinitiv is or may be eligible. Unless otherwise specifically permitted in this PO, there is no additional charge to Refinitiv for any loss and damage to its products or services or payment of third party claims.

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 taxes, duties, or other charges that may be levied in addition to the price specified in the Order. Taxes shall be calculated based on Refinitiv’s 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. If any undisputed invoices remain unpaid after the due date for payment, the Seller’s sole remedy shall be to charge interest on such unpaid undisputed amount at a rate of 1.5% per month, such interest to accrue on a monthly basis from the due date for payment until payment occurs.

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 its obligations hereunder; (c) Seller’s performance of all its obligations hereunder does not violate any statute, regulation or ordinance, or any judgment, rule or order of any court or governmental body; (d) none of the Products and Services are in violation of any patent or intellectual property rights are violator by Seller’s performance of its obligations or by Refinitiv’s use of the Products and Services; (e) the Products and Services are free of all leaks 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 suppliers and sub-contractors for the purpose of obtaining free and clear title to the Products and Services are free of material defects and will operate in accordance with Refinitiv’s satisfaction in accordance with the PO; (g) 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; (h) the Product is, new and no, remaining in the inventory, and otherwise reflects the 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 11 shall not apply to the 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 non-confidential basis prior to the date of disclosure to the Seller; or (c) is independently developed by the Seller without use of, or reference to, the Sensitive Information.

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 existing now or in the future; whether or not registered and all applications and renewals for the same) and, to the maximum extent to which moral rights may validly be waived under applicable laws, waivers or shall procure the waiving of moral rights in relation to such work product.

13. 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, referral or other written or oral publication without the prior written consent of Refinitiv, which consent may be withheld.

14. Independent Contractor. Seller is a nonexclusive independent contractor to Refinitiv. The employees or agents of Seller who are employees of Refinitiv and are not eligible to participate in any benefits or privileges given or extended by Refinitiv, 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 if Seller breaches this PO. Upon receipt of such notice, Seller will 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 owing for material purchased hereunder and delivered to and accepted by Refinitiv prior to Seller’s receipt of the notice of termination. Seller will also be required to deliver to Refinitiv. Nonetheless, 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 country, while 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; Attorney 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 attorney’s fees.

20. Governing Law; Jurisdiction. The laws of Denmark (without regard to conflicts of laws) govern all matters arising out of or relating to this PO. Seller submits to the irrevocable jurisdiction of the Danish Courts in relation to any and all disputes on the performance, interpretation or implication of the PO. 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 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. 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.

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.

24. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller as a third party beneficiary, subject to the limitations and exclusions of liability contained in this Agreement and provided that the parties to the PO may cancel or vary the terms and conditions of this PO with the consent of such Affiliates. No other third party will be entitled to enforce any of the terms of this PO.

V02-19 PURCHASE ORDER TERMS AND CONDITIONS