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 are incorporated herein by reference. Whenever the term "Refinitiv" is used, it refers to Refinitiv Limited or any of its subsidiaries 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, or reorganization) 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 but not limited to 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 and the 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 by Refinitiv in writing. Seller may not make Product substitutions or overshipments without Refinitiv’s prior written approval.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv in writing or on or before the delivery date, Seller shall fulfill the Order in one lot. Seller shall ship in its own shipment requirements, marks, and other matter. Seller may procure Products from any manufacturer intended to remain with the Products. Seller must identify all shipments, shipping papers, invoices, and orders by 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). 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 packing and in condition for resale as new. Products that are custom or obsolete are not returnable. In the case of a defective Product. For all permitted returns, Refinitiv shall notify Seller of its intent to return Products 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.F. (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 laws, at all times. Services shall include 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 reference and is posted at: https://www.refinitiv.com/en-us/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. 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 quantity and other discounts, price reductions, and promotions available from Seller for which Refinitiv is or may become eligible. Unless otherwise specifically permitted in the PO, the PO is not to be construed as a waiver of any term or condition of 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 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 or currency arising out of the PO. Refinitiv is entitled to make payments in accordance with Refinitiv-designated procurement card, company check, or telegraphic funds transfer. Prices do not include any import or other duties, 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 at the annual rate of 2% above the base rate of HSBC Bank plc from time to time, such interest to accrue on a monthly basis.

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 right, 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 applicable law, statute, regulation or ordinance; (d) no third party intellectual property rights are violated by Seller’s performance of its obligations or by Refinitiv’s use of the Products and/or Services; (e) Seller’s representations and warranties hereunder are not actual or threatened claims pending that could have a material adverse effect on Seller’s ability to perform its obligations hereunder; and (f) Seller covenants that it and the Sellers shall have no liability to Seller, at its own expense, for any damages, losses, expenses, or other liabilities arising from or related to the 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. Notwithstanding any other provision of the PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination shall survive.

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, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) ("Losses") inclusive as any such Claims or Losses are related to any act or omission, or willful misconduct 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, compilations, studies or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by Refinitiv (collectively, “Confidential 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 the PO, and not without the written consent of Refinitiv. This Section 11 shall not apply to Confidential 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 Confidential 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 Confidential Information. This Section 11 shall survive the expiration or termination of the performance of work under the PO.

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 in all work product related to the Services (including, without limitation, all intellectual property rights in such work), in the future; whether or not registered and all applications and renewals for the same) and waives or shall procure the waiver of all moral rights in relation to such work product.

13. No Publicity. Seller shall not disclose, use, or refer to the PO, or the name, trade names, trademarks or service marks of Refinitiv, in any advertising, publicity release, customer list, promotion, or other published material 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 are not employees of Refinitiv and are not eligible to participate in any benefits or privileges given or extended by Refinitiv, or 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 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 directly, immediately discontinue all work and the placing of all orders for materials, services, and/or, the shipping terms for the exclusive property of Refinitiv, and will promptly cease all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to the 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. Notwithstanding any other provision of the PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination shall survive.

16. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under the 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 assignments, 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 perform by, on behalf of, or through, one or more of its own subsidiaries or contractors, or assignees, in whole or in part, any PO to any third party.

17. Compliance with Laws. Seller shall comply with all applicable laws and regulations in relation to the Products and/or Services.

18. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce any PO provision 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 be 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 PO provision is held invalid or unenforceable, such provision will be deemed deleted from the PO and replaced by a valid and enforceable provision which so far as possible achieves the parties’ intent in agreeing to the original provision. The remaining provisions of the PO 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 the PO are deemed superseded by the PO. Licensing terms, which may accompany Products, will supplement the terms of the PO where the terms do not conflict. If the licensing terms conflict with the terms of the PO, the terms of the PO will take precedence. 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, the 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. 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.