The Purhcase 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 collectively known as Affiliates. This Agreement will apply to all Products 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 (whether by change of name, dissolution, merger, consolidation, reorganization, sale of assets or otherwise) of a Seller from Refinitiv, or analyzes, compilations, studies or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by Refinitiv (collectively, "Sensitive Information"), shall be held in confidence and protected by the parties in the same manner as if the information was owned by Refinitiv. Refinitiv shall assign and convey the exclusive property of Refinitiv, and shall be used and disclosed by Seller only to the extent necessary for its performance of this PO. The Seller shall comply in all respects with any applicable data protection related legislation. This Section 1 shall not apply to Sensitive Information that the Seller can reasonably demonstrate in writing to Refinitiv, in its sole discretion, was independently developed by, or made by the Seller, as identified in an Order or to Sensitive Information that the Seller transmits to 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.

11. Sensitive 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 components) by Seller from Refinitiv, or analyzes, compilations, studies, or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by Refinitiv (collectively, “Sensitive Information”), shall be held in confidence and protected by the parties in the same manner as if the information was owned by Refinitiv. Seller shall assign and convey the exclusive property of Refinitiv, and shall be used and disclosed by Seller only to the extent necessary for its performance of this PO. The Seller shall comply in all respects with any applicable data protection related legislation. This Section 1 shall not apply to Sensitive Information that the Seller can reasonably demonstrate in writing to Refinitiv, in its sole discretion, was independently developed by, or made by the Seller, as identified in an Order or to Sensitive Information that the Seller transmits to 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 and concerning any form or type of exploitation, whether existing now or in the future; whether or not registered and all applications and renewals for the same) from the moment the said rights come into force and, for the duration of the validity of the rights. The counterparty of this assignment is included in the price to be paid by Refinitiv to the Seller. The Seller agrees to provide its assistance to Refinitiv to make any declaration and sign any documents and papers which would be useful to Refinitiv, to prove, register or ensure in any possible way, in every country, the assignment of said rights, covered by the present Section.

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, promotional 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 may use such of the Products and Services as are needed to perform its obligations or for Seller to perform its obligations or for any Products, will supplement the terms of this PO where the terms do not conflict. If any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar correspondence with the Seller, as identified in an Order. The assignment of this Agreement is for all purposes institutional, without base of any provision of this PO, shall constitute the entire agreement and supersede all previous communications at all times. Seller shall also comply with Refinitiv’s Supply Chain Ethics Code, as it may change from time to time. Refinitiv’s Supply Chain Ethical Code is incorporated into this PO by reference and is published at https://www.refinitiv.com/en/supplier-portal/supply-chain-ethical-code.html. Seller agrees to keep and maintain insurance sufficient to cover all damages, liabilities and obligations arising from or related to the PO.

15. 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 operations at all times. Seller shall have insurance, at Seller’s cost and expense, sufficient to cover all damages, liabilities and obligations arising from or related to the PO, which insurance shall be maintained, at Seller’s own expense, until the completion of the Services or the termination of this Agreement. The Seller is deemed to understand the purpose for which the Products and Services will be used by Refinitiv. Products and Services shall comply with all environmental, health and safety laws and other standards applicable in Belgium.

16. Environmental, Health and Safety Laws and Other Standards. The Seller is deemed to understand the purpose for which the Products and Services will be used by Refinitiv. Products and Services shall comply with all environmental, health and safety laws and other standards applicable in Belgium.

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 any specific provision of this PO is to be construed as a waiver of any provision.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and in addition 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 lawyer’s fees, to the extent permitted by law.

20. Governing Law. The laws of Belgium (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 Courts of Brussels.

21. Severability. If any 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.

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 or willful misconduct.

24. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller as its agent or assigns. Seller shall comply with the terms and conditions of this PO, and shall be held responsible for any breach of the terms of this PO by its employees or agents. 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.

25. Transfer of Rights. Seller's rights under this PO may not be transferred, assigned, or sublicensed to any party, without Refinitiv’s prior written consent. Any transfer, assignment or subleas