The Purchase Order Terms and Conditions together with the 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 Affiliated 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 Refinitiv Holdings Limited or its business and assets. "Products" means the equipment, materials, software, and services, valued, sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, Seller shall be entitled to payment of any balance owing for material purchased hereunder and delivered to and accepted by Refinitiv by 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.

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 whether existing now or 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, promotional or other public material without the prior written consent of Refinitiv, which consent may be withheld.

14. Independent Contractor. Seller is a nonexclusive independent contractor of Refinitiv. The employees of Seller shall be deemed to be employees of Refinitiv solely for purposes of this PO. Seller shall be entitled to receive all costs and expenses, insurance sufficient to cover all damages, liabilities and obligations arising from or relating to the PO.

15. Compliance with Policy Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller's personnel must comply with and be familiar with all applicable health, safety and environmental 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 (https://www.refinitiv.com/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 relating to the PO.

16. 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.

17. Pricing. Prices shall be as specified in the related Order. Seller shall promptly inform Refinitiv of all changes in price, and other terms, including modifications of the delivery terms, that may become eligible. Unless otherwise specifically permitted in the PO, there is no additional charge to Refinitiv for Seller to perform its obligations or for Refinitiv to exercise its rights under the PO.

18. 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 no later than 60 days of the PO's receipt of the Products or its performance of the Services. Refinitiv may make payments to Seller via any Refinitiv-designated procurement card, company cheque, or telegraphic funds transfer. Prices do not include any goods and services, 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 at the annual rate of 2% above the base rate of the prime lending rate of banks in Singapore from time to time onwards.

19. Warranties. Seller represents, warrants and undertakes to Refinitiv that: (a) it is in possession of all validly existing order applicable law; (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) its third party intellectual property rights are violated by Seller performance of its obligations or by Refinitiv's use of 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 payment of the PO. In the event that it has appropriate agreements with its employees, contractors and to perform its obligations under the PO. (g) the Products and Services are free of defects, fully comply with the standards of product quality formulated by the applicable law and regulate the performance of the PO. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, without limitation to Refinitiv's other warranties, claims, representations and conditions, Refinitiv 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") of Singapore, as amended from time to time, subject to the limitations and exclusions of limitations 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.

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.

21. Severability. If any provision of this PO 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 in effect.

22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document related to the PO are hereby superseded by the terms and conditions of this PO, and any representations, warranties, covenants or statements made in the PO or any attachment thereto shall control with respect to the PO subject matter and cannot be modified except in a writing signed by the parties. Nothing in this Section 22 shall exclude or limit either party's fraud or liability.

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") of Singapore, as amended from time to time, subject to the limitations and exclusions of limitations 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.

25. Notice. Notices under the PO must be in writing and may be delivered by hand or registered mail to the address 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. However, when both Refinitiv and Seller to the PO are PRC entities, any dispute arising from the PO shall be settled by a Chinese arbitration institute and according to procedural provisions and in the place as specified in the Order applicable to the parties that are both located in the PRC.