The Purchase Order Terms and Conditions together with its purchase order(s) (the "Order(s)") such user manuals, instructions, training materials, system manuals, specifications and all other Seller materials that constitute the Reference Document, whether delivered with or without an Annex ("PO") is between the Affiliates 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. or 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 assets. "Products" means the equipment, materials, software, and other goods obtained by Refinitiv or 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 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 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 in writing by Refinitiv. Failure by Seller to 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, or delivery protocols. 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.P.O. Destination arrival specified on the order (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to arrival.

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 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, Seller shall provide to Refinitiv a Return Materials Authorization ("RMA") number. If the return is due to Refinitiv’s fault, the shipping terms for the returned Products are F.O.B. Delivery (Refinitiv 2010). The shipping terms for all other Product returns are E.W.W. Origin (INCOTERMS 2010).

5. Compliance with Refinitiv Procedures and 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 disruptions to Refinitiv’s 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. 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 entitled to take advantage and add only actual freight costs to its invoice to arrival.

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 not 60 days of Refinitiv’s official receipt of Seller’s undisputed invoice. Notwithstanding the foregoing, all claims for money due or on account from Refinitiv shall be made and brought against Refinitiv 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 F.O.B. Delivery (Refinitiv 2010). The shipping terms for all other Product returns are E.W.W. Origin (INCOTERMS 2010).

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, or ordinance; (d) no third party intellectual property rights are violated by Seller performance of its obligations or by Refinitiv’s use of the Products and Services; (e) 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 enjoyment of the rights granted hereunder; (f) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (g) the Products and Services are free of material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (h) 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; (i) the Product is new and not less than 90 days old at the time of delivery; (j) if the Product is software, then it is protected by all applicable professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, without limitation to Refinitiv’s remedies under and remedies set forth in this section, Refinitiv may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

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 and expenses) in respect of any such Claims or Losses. If any of such Claims or Losses are related to a breach by Seller of any representation, warranty, covenant or agreement made by it hereunder or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder.

11. Sensitive Information. All goods (including but not limited to materials, systems, software, hardware, tools, and equipment) and information acquired directly or indirectly (including, without limitation, physical, 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, “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 any required disclosures of the Seller or any of its representatives which are made in connection with the general public disclosure or/or sale of the Product or any of its component parts, under a court order or similar document which conflict with the terms of this PO are deemed superseded by this PO.任何 other person to whom it transmits the Sensitive Information; (b) it was known to it or in its possession on a non-confidential basis prior to the date of disclosure to the Refinitiv. Supply Chain Ethical Code 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 any results or other benefits or privileges given or extended by Seller under this PO to any third party. This PO is binding upon the parties’ respective successors and permitted assigns.

13. 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. Seller shall maintain all the consents, licenses and permissions to enable the provision of the Services and/or provision of the Products.

18. Governing Law. The laws of England and Wales (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 English Courts. 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 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. Entire Agreement. As except as otherwise allowed in Section 22, this PO constitutes the entire agreement and understanding among the parties and supersedes all prior oral or written 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.

23. 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.

24. Governing Law. The laws of England and Wales (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 English Courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.