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 Reference of the Order(s) or Services are hereby incorporated as a part of this Agreement as if referred to in this Agreement ("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, transfer, merger, consolidation, reorganization, or acquisition). "Invoice" means a written or electronic document issued by Seller to Purchaser for the products, materials, and services provided by Seller under this Agreement. "Insurance" means insurance affecting the products, materials, and services provided by Seller under this Agreement. "Product" 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 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 reference to the terms of this Agreement. Unless otherwise specified on an order (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Refinitiv.

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 similar documents with anling on an Order list. Shipping terms are D.D.P. Destination, unless otherwise specified on an order (INCOTERMS 2010).

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 sealed, and remain new, Products are not to be returned, nor except in the case of a defective Product. For all permitted returns, Refinitiv shall notify Seller of its intent to return Products and within 15 days of the 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.P. Destination (INCOTERMS 2010). The shipping terms for all other Product returns are E.W.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 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, 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 supply all necessary information required 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 any change in quantity and other discounts, price reductions, and promotions available from Seller for which Refinitiv is entitled to participate. Refinitiv may, at its discretion, change the purchase price in a subsequent PO, in which case, Refinitiv will have the right to charge to Refinitiv for Seller’s performance of this PO under previous terms. Exceptions to this rule are subject to Seller’s approval.

8. Invoice; Payment; Taxes. Seller will invoice Refinitiv following the shipment of its Products or its performance of the Services. Refinitiv agrees to pay Seller on the following net 60 days of Refinitiv’s official receipt of Seller’s undelivered invoice. Notwithstanding the foregoing, all claims for money due under the Order from Refinitiv to Seller are subject to the terms of payment hereunder and no other original or any setoff or counterclaim arising out of the PO. Refinitiv is entitled to make payments to Seller via any Refinitiv-designated procurement card, company check, or Electronic Funds Transfer ("EFT"). Prices do not include any value-added taxes, but any taxes required by reasonable governmental regulations. If any 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, interest such accrued to 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; (c) the Products and Services hereunder are and will remain free of material defects and will operate to perform the obligations under the PO; (d) the Products and Services are free of material defects and will operate to perform the obligations under the PO; (e) the Products and Services are free of 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") insofar as such Claims or Losses are related to a breach by Seller of any representation, warranty, covenant or agreement made it by hereunder or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder.

11. Notice of Breach. Seller will immediately notify Refinitiv of any breach or threatened breach by Seller of any representation, warranty, covenant or agreement made it by hereunder or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder.

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 Refinitiv now or in the future; whether or not registered and all applications and renewals for the same) and waivers or shall procure the waiver of all moral rights in relation to such work product. Refinitiv will 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, promotion or other published material without the prior written consent of Refinitiv, which consent may be withheld.

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, promotion or other published material without the prior written consent of Refinitiv, which consent may be withheld.

14. Assignment. Seller, if the nonexclusive independent contractor to Refinitiv. The assignment of a copy of this Agreement by Seller is not an assignment to Refinitiv of any of its rights under this Agreement and shall not relieve Refinitiv of its obligations under this Agreement.

15. Termination. Refinitiv may terminate the performance of work under this 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 specified in writing by Refinitiv, immediately cease performance of work under this PO, return all material purchased or possessed by Refinitiv, 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.

16. Assignment. Seller shall not assign, delegate 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. Data Protection. Refinitiv may collect contact and other data ("Personal Data") from Seller’s employees and representatives for the purposes of maintaining its relationship with the Seller, including for the purposes of sending Orders, processing the Seller’s invoices, making general enquiries or submitting complaints about the Products and/or Services ("Purposes"). As well as processing such Personal Data for the Purposes, Refinitiv may transfer such Personal Data to any of Refinitiv’s Affiliates (within the meaning of Article 4 of the Spanish Stock Exchange Act, Law 24/1988, 28 July) to enable such Affiliate to contact the Seller for the purposes of obtaining Products and Services from the Seller. Refinitiv may also disclose such Personal Data to any business or any other entity that which transfers the Personal Data may be located in countries which do not provide an equivalent level of protection of personal data. Such Personal Data may also be transferred to competent public authorities if required by law or where required by law to be reported by Seller. Refinitiv will take reasonable precautions to ensure that its employees or representatives wish to exercise their rights of access, rectification, cancellation or opposition, the Seller shall procure that such employees and representatives shall send a detailed, signed and dated request by email to the Seller’s point of contact. The Seller’s point of contact will be Refinitiv’s Data Protection Officer. Seller shall be responsible for notifying its employees and representatives of the provisions contained in this Section 17 and shall indemnify Refinitiv against any claims made against Seller as a result of the Seller’s failure to notify its employees or representatives of the provisions of this Section 17.

18. 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.

19. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce strictly any provision of this Agreement is to be construed as a waiver of any provision.

20. 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.

21. Governing Law. This PO shall. be governed by Spanish law. The Parties, waiving their right to any otherwise disinterested, immediately available all manner of access to any court of the County and Tribunals of Madrid, for the resolution of any dispute that may arise in connection with this PO.

22. 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 PO. This PO’s remaining provisions will stay in effect.

23. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or other 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 Refinitiv and Seller have a signed agreement for Products and Services, such agreement supersedes the PO.

24. Entire Agreement. Except as otherwise allowed in Section 23, this PO constitutes the entire agreement 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 24 shall exclude or limit either party’s liability for fraud or deceit.
25. 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 without the consent of such Affiliates.