The Purchase Order Terms and Conditions together with its purchase order(s) (the "Order(s)") its users, manuals, instructions, training materials, system manuals, specifications and all other Seller materials that describe the Products or Services (collectively, "PO") is between the Affiliate publisher and the Seller. The PO is identified as 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) of any of the foregoing. "Contract" is defined in the context of the 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, 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 of the Order. Refinitiv may issue partial Orders for the Products and Services. 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 overpayments without Refinitiv's prior written authorization. Refinitiv may from time to time request, in writing, changes to the Products and Services in writing in the scope of the Order, including but not limited to, Refinitiv's requirements, quantities, delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes. The Seller shall inform Refinitiv forthwith in the event of such changes being materially burdensome to the Seller.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv in writing or before the delivery date, Seller shall fulfill the Order in one lot. Seller shall include in its shipment all necessary documentation evidencing title to the Products. A 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. Any nonconformance of delivery with a non-conformance of the specification and the INCO Terms (INCO Terms 2010). If applicable, Seller will add only actual freight costs to its invoice to Refinitiv.

4. Returns. Returns may return Products to Seller within six months of Refinitiv's PO 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 except in the case of a defective or non-conformance of the return. Refinitiv shall be permitted to inspect the returned Product and will notify Seller of its intent to return the Product within 24 hours of Refinitiv's notification. Seller will assign and provide to Refinitiv, a Return Authorization (SMA) no. If the return is due to Refinitiv's error, the shipping terms for the returned Products are D.A.P. (named place of destination) (INCO Terms 2010). The shipping terms for all other Product returns are E.W. (Origination) (INCO Terms 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, requirements, and policies applicable from time to time. Refinitiv shall have the right to inspect the PO. Refinitiv's Supply Chain Ethical Code is incorporated into this PO by this reference and is posted at: https://www.refinitiv.com/en/supplier/chain-ethical-code.html. For all potentially hazardous Products and/or Services, Seller shall provide such Products and Services as set forth in the Order. Time is of the essence of the Order. Refinitiv is entitled to subcontract, assign or otherwise transfer any of its rights or obligations under the PO to any third party. The PO is binding upon the parties' respective successors and permitted assigns. Seller shall maintain, at all times, 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, there is no authorized change to Refinitiv for Seller to perform its obligations or for Refinitiv to exercise its rights under the PO.

8. Invoicing: Payment; Taxes. Seller will invoice Refinitiv following the 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 setoff or counterclaim arising out of the PO. Refinitiv is entitled to make payments to Seller via a Refinitiv designated payment instrument, company check, 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 sales or use taxes 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 prime lending rate of banks in Singapore from time to time, such interest to accrue on a monthly basis.

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 costs), ("Losses") in favor as 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, tooling 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 shall not apply to Confidential Information that the Seller can demonstrate (a) is or becomes generally available to the public; 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 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 the consent of Seller, any such assignment not made with prior written consent of Refinitiv is void. For permitted subcontracts, 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 subcontract, assign the other transfer any of its rights or obligations under the PO to any third party. The PO is binding upon the parties' respective successors and permitted assigns.

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 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 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 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 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.