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 quality, characteristics, nature, quantity, and scope of the Products or Services as identified on an Order ("Thomson Reuters") 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 Thomson Reuters Corporation 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 all tangible and intangible goods and materials obtained or delivered to Seller by Buyer, the importer of record for the end use destination, and be responsible for all import formalities, including obtaining all applicable import licenses and permits and paying all import duties and taxes; (ii) ship all items (including Hazardous Materials) in accordance with any instructions of Buyer, including but not limited to, Thomson Reuters' 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.

3. Delivery of Products. Unless otherwise requested or authorized by Thomson Reuters in writing on or before the delivery date, Seller shall fill the Order in one lot and include all documents and materials that the Products manufacturer intended to remain with the Products. For international shipments, Seller shall: (i) ship, pack, and obtain all insurance, if required, to deliver the Products to Seller at the final delivery location as identified on the Order; and (ii) forward to Thomson Reuters, at Buyer's expense, all applicable international shipping documentation including packing slips and shipping documentation; and (b) transfer title to goods sold by Seller to Thomson Reuters upon delivery and acceptance at the final destination indicated by Thomson Reuters in its Order. Unless otherwise agreed to in the Order, Seller shall invoice Buyer for all transportation and freight costs and shall be solely responsible for all returns except as required by Seller to perform its obligations under the Order, and no return shall be accepted without Thomson Reuters' prior written consent. If the Seller is processing data, including personal data or personal information, and transferring such data outside of the EU, it shall comply with the relevant data protection laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Thomson Reuters retains all rights to all work product related to the Services, including but not limited to, transportation charges and any customs formalities associated with the return.

5. Compliance with Thomson Reuters' Policies; Privacy; and Insurance. If the Services are performed at a Thomson Reuters location, Seller personnel will observe and comply with Thomson Reuters' security procedures, rules, regulations, and policies (as updated from time to time) and Seller will use its best efforts to minimize any disruption to Thomson Reuters' normal business operations at all times. If the Seller is processing data, including personal information, provided by or on behalf of Thomson Reuters, Seller shall comply with the Privacy Exhibit incorporated into this PO by reference and posted at: https://www.thomsonreuters.com/content/dam/ewg/documents/thomsonreuters/en/pdf/global-sourcing-approach/privacy-exhibit-v2.19.pdf.

6. Environmental Health, Material Safety Data Sheets or Equivalent Information. For all potentially hazardous Products or Services, the Seller shall submit information, including Material Safety Data Sheets ("MSDS") or similarly protective packaging, to Thomson Reuters as it becomes available at no charge to Thomson Reuters or otherwise required by law. All goods (including but not limited to materials, 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 Thomson Reuters, including any work product arising from the Services, shall be considered and treated as proprietary to Thomson Reuters and all rights granted hereunder shall be subject to Thomson Reuters' prior written approval. Thomson Reuters retains all rights to all work product related to the Services, including but not limited to, transportation charges and any customs formalities associated with the return.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Thomson Reuters harmless from all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") insofar as such Losses (or any portion thereof) are caused by, or result in, any breach of this Agreement; or (c) Seller will perform the Services in a professional and workmanlike manner and consistent with the highest industry standards. In the event that such Products or Services fail to satisfy these representations, conditions, and warranties, without limitation to Thomson Reuters' other rights and remedies, Seller at its own expense, will promptly repair or replace the Products with new, conforming products or reperform the Services, as applicable; provided however, that Thomson Reuters may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

11. Confidential Information; Rights Assignment. All goods (including but not limited to materials, 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 Thomson Reuters, including any work product arising from the Services, shall be considered and treated as proprietary to Thomson Reuters and all rights granted hereunder shall be subject to Thomson Reuters' prior written approval. Thomson Reuters retains all rights to all work product related to the Services, including but not limited to, transportation charges and any customs formalities associated with the return.

12. No Publicity. Seller shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or service marks of Thomson Reuters, in any advertising, publicity release, customer list, promotional or other publicized material without the prior written consent of Thomson Reuters, which consent may be withheld at Thomson Reuters' sole discretion.

13. Independent Contractor. Seller is a nonexclusive independent contractor to Thomson Reuters. The employees or agents of Seller that are not employees of Thomson Reuters are not eligible to receive any personal benefit of any kind, including, without limitation, health insurance, Social Security, retirement plans, paid vacations, or paid holidays. Thomson Reuters reserves the sole right to terminate Seller's assignment to Thomson Reuters employees. Seller has no authority to assume or create any obligation, express or implied, on behalf of Thomson Reuters.

15. Assignment. Seller shall not sub-contract, assign or otherwise transfer any rights or obligations under this PO without the prior written consent of Thomson Reuters, which consent may be withheld at Thomson Reuters' sole discretion. Thomson Reuters shall have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Thomson Reuters prior to Seller's receipt of the notice of termination and for work in process required for delivery to Thomson Reuters. Notwithstanding any other provision of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

16. Special U.S. Government Provisions. In connection with Seller's performance under this PO, if the Seller is a United States company, Seller agrees to comply with the provisions of the Federal Acquisition Regulations ("FARs") which include, but are not limited to the "Small Business Utilization Rate of Award" by the Code of Federal Regulations ("CFR") at 41CFR60-1.4(a), as applicable. Specifically, Seller agrees to comply with the following regulations, as applicable, in their entirety: Equal Opportunity and Affirmative Action. Thomson Reuters has a strong commitment to diversity. Seller agrees to extend the benefits of equal employment opportunity to all employees and applicants for employment at Seller. Seller will not discriminate against any employee because of race, color, religion, sex, sexual orientation, gender identity or expression or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression or national origin.
color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status, age, or any other legally protected status. By selling to Thomson Reuters, each employee agrees to the 300.10 regarding veterans’ employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights. If applicable, Seller shall abide by the following: Pay Transparency Statement. Seller will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is: (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceedings, hearing, or action, including an investigation conducted by the employer; or (c) consistent with Seller’s legal duty to furnish information.

19. Remedies; Attorney Fees and Costs. Thomson Reuters’ rights and remedies in these POs are cumulative and additional to any other rights and remedies provided in law or equity. In any action brought under this PO, irrespective of its outcome, Thomson Reuters is entitled to receive all costs and reasonable attorneys’ fees on a full indemnity basis.

20(a). Governing Law – General. If the purchaser is located in a country not enumerated in 20(b), “Governing Law” means the following: (i) law of jurisdiction applicable by agreement between the parties; (ii) if the purchaser is a company in the EMEA region, the laws of England and Wales; (iii) if the purchaser is a Spanish company, the laws of Spain shall govern all matters arising out of or relating to this PO and the jurisdictional venue is Madrid, Spain; (iv) if the purchaser is an Irish company, the laws of Ireland govern all matters arising out of or relating to this PO; the jurisdictional venue is Dublin, Ireland; (v) if the purchaser is an Argentine company, the laws of Argentina govern all matters arising out of or relating to this PO; the jurisdictional venue is Buenos Aires, Argentina; (vi) if the purchaser is a Brazilian company, the laws of Brazil govern all matters arising out of or relating to this PO; the jurisdictional venue is Sao Paulo, Brazil; (vii) if the purchaser is a Chilean company, the laws of Chile govern all matters arising out of or relating to this PO; the jurisdictional venue is Santiago, Chile.

EMEA

If the purchaser is a Swiss company, the laws of Switzerland govern all matters arising out of or relating to this PO; the jurisdictional venue is the Canton of Zurich, Switzerland. If the purchaser is a Belgian company, the laws of Belgium govern all matters arising out of or relating to this PO; the jurisdictional venue is Brussels, Belgium. If the purchaser is a Danish company, the laws of Denmark govern all matters arising out of or relating to this PO; the jurisdictional venue is Copenhagen, Denmark. If the purchaser is a French company, the laws of France govern all matters arising out of or relating to this PO; the jurisdictional venue is Paris, France. If the purchaser is a German company, the laws of Germany govern all matters arising out of or relating to this PO; the jurisdictional venue is Frankfurt, Germany. If the purchaser is a Dutch company, the laws of the Netherlands govern all matters arising out of or relating to this PO; the jurisdictional venue is Amsterdam, Netherlands. If the purchaser is an Italian company, the laws of Italy govern all matters arising out of or relating to this PO; the jurisdictional venue is Milan, Italy. If the purchaser is a Spanish company, the laws of Spain govern all matters arising out of or relating to this PO; the jurisdictional venue is Madrid, Spain. If the purchaser is a Swedish company, the laws of Sweden govern all matters arising out of or relating to this PO; the jurisdictional venue is Sweden.

APAC

If the purchaser is an Indian company, the laws of India govern all matters arising out of or relating to this PO; the jurisdictional venue is New Delhi, India. If the purchaser is a Japanese company, the laws of Japan govern all matters arising out of or relating to this PO; the jurisdictional venue is Tokyo, Japan. If the purchaser is an Australian company, the laws of New South Wales, Australia govern all matters arising out of or relating to this PO; the jurisdictional venue is Sydney, Australia. If the purchaser is a New Zealand company, the laws of New Zealand govern all matters arising out of or relating to this PO; the jurisdictional venue is Wellington, New Zealand.

21. Language. All the rights of the parties, the official language of this PO and all communications and documents related to the PO are in English. Thomson Reuters will provide written notice to Seller if any change in language is required by law or by the terms of this PO. All communications and documents received in any other language will be translated by Thomson Reuters and all fees will be borne by the party that received the communications in such language.

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

23. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document are subject to and in 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 Thomson Reuters have a signed agreement for Products obligations, assuming all liabilities required, and requesting Thomson Reuters’ exclusion from any suit. Thomson Reuters will provide written notice to Seller if any change in language is required by law or by the terms of this PO.

24. Entire Agreement. Except as otherwise allowed in Section 23, “Supremacy,” 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.

25. Rights of Third Parties. Any Affiliate of Thomson Reuters 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 PO 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. No other third party will be entitled to enforce any of the terms of this PO.

26. APAC-Specific Obligations. For any PO governed by Singapore law, any dispute, controversy or claims arising out of or in connection with the PO, or any breach of validity or inability 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 English language before a Tribunal of three (3) arbitrators.

27. Argentina Specific Obligations. In addition to the terms of Section 13, “Independent Contractor,” for Services performed by an independent contractor in Argentina, Seller shall be exclusively responsible for the determination of the means and methods to be used in the performance of the required Services. Seller shall be fully and exclusively responsible for any personnel employed or engaged by Seller to perform any Services hereunder. Seller shall indemnify and hold Thomson Reuters harmless from and against any and all costs, expenses, damages, detriments, sanctions, fines, penalties or liabilities of any nature (including reasonable attorneys’ and any other professionals’ fees) that Thomson Reuters may suffer, incur or pay, including any applicable interests until full payment, as a result, whether directly or indirectly, of any breach or delay by Seller of its duties and liabilities arising from the labor relationship with its personnel assigned to Thomson Reuters for performance of the Services hereunder, including but not limited to those duties under labor, unions, tax and social security laws. Seller must provide monthly to Thomson Reuters, copies of all salary receipts and records of the personnel assigned for performance of the Services hereunder, unless Seller is expressly exempted from such obligation by Thomson Reuters.

28. Brazil-Specific Obligations. Seller is solely responsible for compliance with all labor-related obligations for its staff (including any subcontractors) performing Services, directly or indirectly, under this PO, including payment of all charges for labor, social security, tax, and all other non-punitive liabilities arising from labor and social security legislation. Thomson Reuters is not responsible for any direct, indirect, co-liability or subsidiary liability. If Seller or its subcontractors do not fulfill its labor or social security obligations, resulting in damages to Thomson Reuters or its affiliates, then Thomson Reuters will provide written notice to Seller of such damages and Seller shall promptly reimburse Thomson Reuters. In the event that: (a) labor or civil claims are filed against Thomson Reuters concerning the Seller’s employees, its subcontractors, or any other person related to Seller; or (b) Thomson Reuters is notified by Brazilian Federal Labor Department, Brazilian National Social Security Institute (‘INSS’), Caixa Econômica, or any governmental body by matters related to such persons, Seller shall, within forty-eight (48) hours from the receipt of notice from Thomson Reuters, for all expenses, legal fees, fines, and costs incurred on account of such lawsuits or administrative proceedings, including amounts due to possible conviction, Thomson Reuters has the right to set-off any payments, at its discretion, from pending payments due to the Seller (whether under this PO or another) in order to guarantee this reimbursement. If Seller has not made all payments due to Thomson Reuters by the time all damages are reimbursed, Seller’s obligations in court, thereby serving as an extrajudicial enforceable title under the applicable legislation.