

## LONDON STOCK EXCHANGE GROUP - PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions together with its purchase order(s) (the "Order(s)"), specifications that describe the Products and/or Services, including those documents setting out the standards that apply to the Products and/or Services (collectively, "PO") is between the Affiliate purchasing Products and/or Services as identified in the applicable Order ("LSEG") and the supplier of Products and/or Services as identified in the applicable Order ("Seller"). If the Seller provides or makes available any user manuals, instructions, training materials, or system manuals, in connection with the Products and/or Services ("Seller Materials"), the Seller shall ensure that they are accurate and fit for purpose. The terms of the PO shall take precedence over any terms of the Seller Materials, and/or any other terms and conditions that the Seller proposes or purports to apply, to the extent there is a conflict or ambiguity between them save that where the parties have entered into a separate written agreement intended to govern the provision of the applicable Products and/or Services then such separate written agreement shall apply instead of these Purchase Order Terms and Conditions.

**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 London Stock Exchange Group PLC 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 and assets. "Business Day" means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the Jurisdiction. "Jurisdiction" means the jurisdiction in which the registered office or principal place of business is located for the specific LSEG Affiliate who is purchasing the relevant Product(s) and/or Service(s). "LSEG Background IPR" means intellectual property rights that belong to or are licensed to LSEG (or its Affiliates) prior to the date on which the Order is accepted and/or that are generated or acquired after such date but excluding the work product of the Services (if applicable). "Seller's Background IPR" means intellectual property rights that belong to or are licensed to Seller (or its Affiliates) prior to the date on which the Order is accepted and/or that are generated or acquired after such date but excluding the work product of the Services (if applicable). "Products" means the equipment, materials and/or other goods that are provided or made available by, on or behalf of, Seller to LSEG, as identified in an Order. "Services" means the service(s) that are provided or made available by, on or behalf of, Seller to LSEG, which may include, without limitation, training, installation, configuration, and/or maintenance and support (as applicable), as identified in an Order. "LSEG Supplier Code of Conduct" means the code of conduct found at: [https://www.lseg.com/content/dam/lseg/en\\_us/documents/sustainability/supplier-code-of-conduct.pdf](https://www.lseg.com/content/dam/lseg/en_us/documents/sustainability/supplier-code-of-conduct.pdf) (as updated from time to time). "Privacy Exhibit" means the privacy agreement (as may be updated from time to time by LSEG) which shall be provided by LSEG to Seller or as otherwise made available by LSEG via the following link: [https://www.lseg.com/content/dam/lseg/en\\_us/documents/policies/lseg-privacy-exhibit-purchase-order-terms-conditions.pdf](https://www.lseg.com/content/dam/lseg/en_us/documents/policies/lseg-privacy-exhibit-purchase-order-terms-conditions.pdf).

**2. Orders.** LSEG may issue an offer to procure Products and/or Services from Seller in accordance with the terms of the PO by issuing an Order to Seller. Upon acceptance by the Seller of such Order, the PO shall come into existence and the Seller shall provide the Products and/or Services as set forth in the Order to LSEG, its Affiliates and any other service beneficiaries identified by LSEG. Time is of the essence in the performance of this PO. Seller shall notify LSEG as soon as is practicable if the applicable delivery date for any Products (as agreed in the Order) is likely to be delayed and LSEG may reject the delivery in accordance with clause 4. Seller shall be deemed to have accepted a PO (including, for clarity, these Purchase Order Terms and Conditions) by: (i) confirming in writing that it accepts the PO; (ii) by executing the Order (including by signing it (digitally or in wet ink) or clicking "I accept" (or similar wording)); or (iii) by doing any act consistent with fulfilling the Order, including by providing the relevant Products and/or Services. No changes or amendments 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 consent by LSEG in writing. Seller may not make Product substitutions or over-shipments without LSEG's prior written consent. LSEG may from time to time request reasonable changes or amendments in the scope of the Order, including but not limited to, LSEG'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.

**3. Delivery of Products.** Unless otherwise requested or authorized by LSEG on or before the delivery date, Seller shall fulfil 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.D.P. Destination, unless otherwise specified on an order (INCOTERMS 2020). If applicable, Seller will add only actual freight costs to its invoice to LSEG. The making of payment or providing of a signature on a delivery note shall not prejudice LSEG's right to return Products pursuant to clause 4. No signature on any delivery note shall be taken to signify the Products have been tested and accepted by LSEG.

**4. Returns.** LSEG may reject Products delivered after an agreed date of delivery and return these to Seller. LSEG may otherwise return Products to Seller within six months of LSEG's Product 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 Product or delayed delivery. For all permitted returns, LSEG shall notify Seller of its intent to return Products and, within 24 hours of LSEG's notification, Seller will assign and provide to LSEG, a Return Materials Authorization ("RMA") number. If the return is due to LSEG's error, the shipping terms for the returned Products are D.A.P. Destination (INCOTERMS 2020). The shipping terms for all other Product returns are E.X.W. Origination (INCOTERMS 2020).

**5. Compliance with LSEG Procedures; Insurance.** If the Services are performed at a LSEG location, Seller's personnel will observe and comply with LSEG's procedures, rules, regulations, and policies, including (without limitation): in relation to health and safety and security (as updated from time to time) and Seller will use its best efforts to minimize any disruption to LSEG's normal business operations at all times. Seller shall comply with the LSEG Supplier Code of Conduct and any other mandatory policies notified to Seller, which is incorporated into this PO by reference. Seller shall take out and maintain in force, 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, Seller shall submit information to LSEG'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 for the Products and/or Services shall be as specified in the Order. Seller shall promptly inform LSEG of all quantity and other discounts, price reductions, and promotions available from Seller for which LSEG is or may become eligible. Unless otherwise specifically permitted in this PO, there is no additional charge to LSEG for Seller to perform its obligations or for LSEG to exercise its rights under this PO.

**8. Invoicing; Payment; Taxes.** Seller will invoice LSEG following its shipment of the Products or its performance of the Services and each invoice shall quote the PO number provided by LSEG. LSEG agrees to pay Seller net 60 days of LSEG's official receipt of Seller's undisputed invoice. Notwithstanding the foregoing, all claims for money due or to become due to Seller from LSEG shall be subject to deduction by LSEG for any setoff or counterclaim arising out of the PO. LSEG is entitled to make payments to Seller via any LSEG-designated procurement card, company cheque, or Electronic Funds Transfer ("EFT"). Prices do not include any value-added, sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, (i) Seller will separately state them on the invoice and (ii) LSEG will pay upon receipt of a valid tax invoice compliant with applicable local laws. LSEG may dispute non-compliant invoices. LSEG has no obligation to pay any taxes or fees that are based on Seller's net income, payroll, employment, or social security contributions. If any undisputed invoices remain unpaid after the due date for payment, 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, such interest to accrue on a monthly basis.

**9. Warranties.** Seller represents and warrants to LSEG 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, regulation or ordinance; (d) no third party intellectual property rights will be violated by Seller's performance of its obligations or by LSEG's use of the Products and/or 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 under the PO or on LSEG's enjoyment of the rights granted under the PO; (f) it has appropriate agreements with its employees and contractors to perform its obligations under the PO and it shall complete the administration and payment of all tax liabilities and duties in respect of such individuals; (g) the Products and Services are of merchantable quality, free of material defects in design, material, and construction, and will operate to LSEG's satisfaction in accordance with the PO; (h) the Products and Services are suitable for any purpose held out by Seller, and for the intended purpose, if the purpose is made known to Seller and LSEG relies on Seller's judgement and selection; (i) the Product is new and not used, remanufactured, or reconditioned, and will comply with all manufacturer's specifications and statutory requirements; (j) the Product will always be supplied with sufficient documentation to enable proper use (and where appropriate maintenance) of the Product by LSEG; (k) any Products supplied or installed pursuant to the PO shall, so far as is reasonably practicable, be so formulated, designed, constructed, finished and packaged as to be safe without risks to health when in use and Seller will comply with any statutory requirements in relation to the supply, delivery or storage of the Products; (l) it will not itself nor assist others to commit tax evasion and will have effective procedures to prevent its employees or agents from doing so; and (m) it will perform the Services in a professional and efficiently competent manner, by appropriately qualified and trained personnel, with all due care, skill, and diligence, and consistent with the highest industry standards prevailing in the industry at the time of performance. If a Product or Service fails to satisfy these warranties, representations and conditions, without limitation to LSEG's other rights and remedies, Seller at its own expense, will promptly repair or replace the Product with new conforming product or reperform the Services, as applicable; provided however, that LSEG may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance. Where Seller fails to remedy a defect in the performance of the Services, complete the Services, or redo the Services, LSEG may, 14 days after notifying Seller, perform or have performed the necessary work and recover the cost from Seller without prejudice to any other rights or remedies LSEG may have.

**10. Indemnification.** Seller, at its own expense, shall defend, indemnify, and hold LSEG and its Affiliates harmless from all claims, actions, demands, or proceedings made against LSEG or its Affiliates ("Claims") and any liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) ("Losses") insofar as such Claims and Losses are related to a breach by Seller of any representation or warranty made by it hereunder or any injury or damage caused by Seller, its Affiliates or the Products or Services to persons or property during the performance of its obligations hereunder.

**11. Liability.** (A) Subject to clauses 11(B) and 11(C), each party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with the PO (in the aggregate) shall be limited to a maximum amount equal to one hundred percent of the charges paid and payable under the PO. (B) Subject to clause 11(C), neither party will be liable to the other party for any indirect, consequential or special loss arising out of, or in connection with, the PO. (C) Nothing in the PO shall exclude or limit: (i) either party's liability for death or personal injury caused by its (or its agent's or sub contractor's) negligence, or for theft or misappropriation of funds or for fraud or fraudulent misrepresentation; (ii) the Seller's liability, whether categorised as direct or indirect losses, to LSEG arising out of a breach of clauses: 12 (Sensitive Information); 18 (Compliance with Laws); and 19 (Data Protection); (iii) the Seller's liability for wilful default of wilful abandonment of the PO; (iv) the Seller's liability for any regulatory losses, fines, and expenses incurred by LSEG or its Affiliates; (v) the Seller's liability under any indemnity set out in the PO; (vi) LSEG's liability to pay the fees due under the PO; and (vii) either party's liability that cannot be limited or excluded by law.

**12. Sensitive 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 LSEG, or analyses, compilations, studies or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by LSEG (collectively, "Sensitive Information"), shall be held in confidence and shall remain the exclusive property of LSEG, and shall be used and disclosed by Seller only to the extent necessary for its performance of this PO. This clause 12 shall not apply to Sensitive Information that Seller can demonstrate (a) is or becomes generally available to the public other than as a result of disclosure by Seller or anyone to whom it transmits the Sensitive Information; (b) was known to it or in its possession on a non-confidential basis prior to the date of disclosure to Seller; or (c) is independently developed by Seller without use of, or reference to, the Sensitive Information.

**13. Rights Assignment.** Seller hereby assigns to LSEG 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. All LSEG Background IPRs shall remain vested in LSEG or its relevant Affiliate. The Supplier hereby grants to LSEG and its Affiliates a perpetual, irrevocable, worldwide, royalty-free, sub-licensable licence to access, use, modify and copy the Seller's Background IPR solely for the purposes of receiving and using the Products and Services.

**14. No Publicity.** Seller shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or service marks of LSEG, in any advertising, publicity release, customer list, promotional or other published material without the prior written consent of LSEG, which consent may be withheld by LSEG in its sole discretion.

**15. Independent Contractor.** Seller is a nonexclusive independent contractor to LSEG. The employees or agents of Seller are not employees of LSEG and are not eligible to participate in any benefits or privileges given or extended by LSEG, or by operation of law, to LSEG employees. Seller has no authority to assume or create any obligation, express or implied, on behalf of LSEG.

**16. Term and Termination.** Each Order shall specify its own term ("Term"). Where an Order does not specify its Term, it shall be deemed to be from the date of acceptance of an Order by Seller (in accordance with clause 2 (Orders)) until the relevant Products and/or Services have been accepted by LSEG. LSEG may immediately terminate the performance of work under the PO, any Orders (in whole or in part), and/or any Products and/or Services (as LSEG may determine and in each case 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 directed, immediately discontinue all work and the placing of all orders for materials, facilities 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. LSEG shall have no liability to Seller beyond payment of any balance owing for Product(s) and/or Service(s) delivered or provided to and accepted by LSEG prior to Seller's receipt of the notice of termination. 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.

**17. Assignment.** Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this PO without the prior written consent of LSEG, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of LSEG 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. LSEG shall be entitled to subcontract, assign or otherwise transfer any of its rights or obligations under this PO to any Affiliate or third party. This PO is binding upon the parties' respective successors and permitted assigns.

**18. Compliance with Laws.** The parties shall comply with all applicable law, regulations and ordinances (including but not limited to all human trafficking and anti-slavery, anti-tax evasion, anti-bribery, anti-corruption and/or anti-money laundering laws), as the laws and regulations may change from time to time ("Applicable Laws"). Seller shall maintain all the consents, licenses and permissions to enable the provision of the Services and/or provision of the Products, and shall ensure that such Service(s) and/or Product(s) comply with Applicable Laws. The Seller acknowledges that LSEG is subject to regulatory oversight by various regulatory authorities. The Seller shall provide LSEG all assistance reasonably required to comply with the requirements of those regulatory authorities and all applicable legal requirements of the countries in LSEG operates. On LSEG's request, the Seller will make available to LSEG all reasonable information relating to the performance of the Seller's obligations under this PO.

**19. Data Protection and Security.** If Seller processes data, including personal data, provided by or on behalf of LSEG, Seller shall comply with the Privacy Exhibit, which is incorporated into this PO. Seller shall develop, maintain, and test business continuity plans to ensure continuity of the Service(s) during disruptions and shall promptly report material security incidents relating to the performance of the Seller's obligations under this PO together with detailed incident reports and regular updates.

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

**21. Remedies; Attorney Fees and Costs.** LSEG'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, LSEG is entitled to receive all costs and reasonable attorney's fees.

**22. Governing Law.** The PO, any non-contractual obligation arising out of or in connection with it, and any dispute arising out of or in connection with it ("Dispute"), shall be governed by, and construed in accordance with the laws of the Jurisdiction. Each party irrevocably submits to the jurisdiction of the courts of the Jurisdiction to settle any Dispute. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

**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. Supremacy.** Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar 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 Seller and LSEG have a signed agreement for Product(s) and/or Service(s), such agreement supersedes the terms of this PO. These Purchase Order Terms and Conditions apply to any Order to the exclusion of any other terms and conditions that Seller seeks to incorporate or otherwise impose, or which are implied by law, custom or practice or course of dealing.

**25. Entire Agreement.** Except as expressly permitted in clause 24, 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 writing and signed by the parties. Nothing in this clause 25 shall exclude or limit either party's liability for fraud or deceit.

**26. Rights of Third Parties.** Any Affiliate of LSEG may enforce the terms of this PO against Seller as a third party beneficiary (where permitted under Applicable Law in the Jurisdiction), in each case as amended from time to time, 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 Affiliate(s). LSEG may recover any loss or damage suffered by any of its Affiliate(s) as if the loss or damage had been suffered by LSEG itself. No other third party will be entitled to enforce any of the terms of this PO. If LSEG divests or sells an Affiliate, it will continue to be treated as an Affiliate for the remainder of the Term.

**27. Notices.** Any notices required under the PO must be sent to the registered office of LSEG (by Seller) and to Seller's address (by LSEG) or, where applicable, the relevant email address for each party as is specified in the Order. Notices may be sent by first class (or priority class) mail or email. Notice shall be deemed to have been received two Business Days after posting (if sent by first or priority class mail) or on the day of transmission (if by email).

**28. Variation.** Subject to clause 2, no variation of the PO shall be effective unless it is in writing and signed by the parties (or their authorised representatives) save that LSEG may make changes to these Purchase Order Terms and Conditions and/or the Privacy Exhibit from time to time.