ORDER FORM

# Refinitiv Limited ("Refinitiv") (incorporated in England and Wales with limited liability)

**REDACTED TEXT under FOIA Section 40 Personal Information.**

This Order Form is subject to the Agreement (“Agreement”), which sets forth the terms and conditions under which Refinitiv provides Client the Services described below.

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| Quote Number | Q-197582 |
| Account Number | A-01434719 |
| Account Manager | **REDACTED TEXT under FOIA Section 40 Personal Information.** |
| Order Form Creator | **REDACTED TEXT under FOIA Section 40 Personal Information.** |
| Agreement Type | TRMA / RMA |
| Agreement Number | TRMA\_A-01434719\_Nov2016 |
| Initial Term (Months) | 36 |
| Renewal Term(s) (Months) | 24 |
| Termination Notification Period (Days) | 90 |
| Information Schedule Applicable | Yes |
| Billing Frequency | **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
| Date | Feb-17-2025 |

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| **Client Contracting Entity** A-01434719 |
| Crown Commercial Service  **REDACTED TEXT under FOIA Section 40 Personal Information.** |

**Location Accounts**

|  |  |
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| A-01434719 | **REDACTED TEXT under FOIA Section 40 Personal Information.** |

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| **Total summary of costs related to this Order Form** | |
| Monthly Recurring Additions Total | **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
| Monthly Recurring Removals Total | **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
| Once Off Additions Total | **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |

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| **Monthly Recurring Additions** | | | | |
| **Location Account:** A-01434719 | | | | |
| **Product** | **Service Type** | **Qty** | **Net Unit Price** | **Line Total** |
| WORKSPACE \* | IN | 1 | GBP 1,100.00 | GBP 1100.00 |

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| Monthly Recurring Additions Total | GBP 1,100.00 |

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| **Price Increase Exception**  **For the avoidance of doubt, unless otherwise indicated on this Order Form, the standard terms of the Agreement apply in relation to annual changes to Fees.** |
| \*On January 1, 2026 the price increase which applies will be capped at 6%. |
| \*On January 1, 2027 the price increase which applies will be capped at 6%. |
| \*On January 1, 2028 the price increase which applies will be capped at 6%. |

**Monthly Recurring Removals**

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| --- | --- | --- | --- | --- |
| **Location Account:** A-01434719 | | | | |
| **Product** | **Service Type** | **Qty** | **Net Unit Price** | **Line Total** |
| WORKSPACE | IN | -1 | GBP 1,100.00 | GBP -1100.00 |

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| Monthly Recurring Removals Total | GBP -1,100.00 |

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| **Service Type Definitions** | | | |
| **IN** | Individual | **SW** | Solutions Software |
| **ENT** | Enterprise | **HW** | Hardware |
| **RE** | Redistribution | **ADMIN** | Administration Charges |
| **L** | Lipper | **INST T&M** | Installation Charges (Time & materials) |
| **RC** | Related Charges | **SCRN** | Screening |
| **TRNS** | Transaction |  |  |

# STANDARD TERMS AND CONDITIONS

* Notwithstanding anything to the contrary in the Agreement, any references in the Agreement to (i) **"TR Group"**, **"Thomson Reuters Group"**, **"Reuters Group"** or any other reference to **"Group"** when used in relation to Refinitiv, shall mean Refinitiv, and any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control with Refinitiv (including its successors and assigns); and (ii) **"Affiliate"** when used in relation to Refinitiv, shall mean Refinitiv and any entity that, from time to time, directly or indirectly controls, is controlled by or is under common control with Refinitiv (including its successors and assigns). For the purposes of these definitions, **"control"** means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise, and the terms **"controlling"** and **"controlled"** shall be construed accordingly.
* To the extent Client is permitted hereunder or under the Agreement to modify or create Derived Data from the Information, or to Redistribute Information, including Insubstantial Portions of Information in a Non-Systematic manner, Client shall not alter or distort the editorial meaning of any news included in Information.
* Refinitiv may revise the pricing set out above unless Client signs and returns this Order Form to Refinitiv within a period of 30 days.
* Client confirms, by signing below, that it has the necessary authority to enter into this Order Form on the terms and conditions set forth in the Agreement.
* This Order Form is effective upon execution by the parties. If the countersigning party modifies this Order Form this Order Form shall be null and void.
* For monthly recurring Services, this Order Form shall be in effect for the Initial Term, and shall continue thereafter for any Renewal Terms both as set out above. Either party may elect to not renew this Order Form by providing written notice, delivered prior to and not effective before the expiration of the then current term, subject to the Termination Notification Period set out above. Unless otherwise stated elsewhere in this Order Form, the Initial Term shall commence on the later of (a) the first day of the month following the date the Services are first made available by Refinitiv, or (b) the first day of the month following the last signature date by either party below.
* The unit price displayed above is the net billable amount for this Order Form.
* Unless otherwise stated above, Refinitiv shall invoice Client any monthly recurring Fees quarterly in advance.
* The pricing currency of each Service on this Order Form is set out in the Net Unit Price column. This may be different from the local billing currency shown in the Line Total column. Where this is the case, the Line Total value is indicative only and the figure set out on Client’s invoice will vary from one billing period to the next, following the exchange rates published at [https://my.refinitiv.com/content/mytr/en/policies/exchange-rates-pricing.html.](https://my.refinitiv.com/content/mytr/en/policies/exchange-rates-pricing.html)
* Any information, materials or other services provided by third parties (such as stock exchanges and other information providers) provided as an add-on to the Service and/or designated as Related Charges shall, unless otherwise specified in the relevant Order Form, be subject to the usage permissions set out in the relevant Schedule for the underlying Service that such information, materials or other services are provided in conjunction with.
* Client is also subject to the Third Party Provider restrictions found at [https://www.refinitiv.com/en/policies/third-](https://www.refinitiv.com/en/policies/third-party-provider-terms) [party-provider-terms.](https://www.refinitiv.com/en/policies/third-party-provider-terms)
* Unless expressly permitted under this Order Form, Client will not use Information to construct or calculate an Index or a benchmark that will be Redistributed, licensed or otherwise published. “**Index**” means a composite of financial instruments, securities, assets, liabilities or other data points whose values are combined according to specific rules at regular intervals intended to provide a measure of performance over time.
* The disclaimer at [www.refinitiv.com/benchmarkdisclaimer](http://www.refinitiv.com/benchmarkdisclaimer) shall be incorporated by reference into the Agreement (**“BMR Disclaimer”**).
* Client acknowledges and agrees that Refinitiv does not offer or sell any securities or financial products, and nothing should be construed as such.

# International Transfers

* If, in the course of providing or receiving the Services, a party transfers Personally Identifiable Information (as defined in the Agreement or otherwise as defined below): (a) from a country which has applicable Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personally Identifiable Information; and (b) to a country which does not provide an adequate level of protection for Personally Identifiable Information as required by the Data Protection Legislation of the country of export, then the Refinitiv Standard Contractual Clauses Agreement (found at the following address [https://my.refinitiv.com/content/mytr/en/policies/international-](https://my.refinitiv.com/content/mytr/en/policies/international-transfers.html) [transfers.html](https://my.refinitiv.com/content/mytr/en/policies/international-transfers.html)) shall apply to that transfer. Client shall be responsible for all international data transfers that flow from its, or any Affiliates’ (where permitted) use of the Services, including its obligation to put in place appropriate international data transfer clauses or an alternative permitted mechanism.
* For the purpose of this Order Form:
  + **Personally Identifiable Information** means personal data (as such term is defined in Data Protection Legislation) processed as part of the Services or in connection with this Agreement.
  + **Data Protection Legislation** means legislation relating to an individual's right to privacy with respect to the processing of Personally Identifiable Information which is applicable to a party from time to time.

This Order Form and the Agreement will be governed by and construed in accordance with the laws of England and Wales. Both parties consent to the non-exclusive jurisdiction of the Courts of England and Wales. Members of the Refinitiv Group have the right under the Contracts (Rights of Third Parties) Act 1999 (the “Act”) to enforce and rely on the terms of the Agreement.

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| Signed on behalf of: **Crown Commercial Service** | | Signed on behalf of: **Refinitiv Limited ("Refinitiv") (incorporated in England and Wales with limited liability)** | |
| **REDACTED TEXT under FOIA Section 40 Personal Information.** | **REDACTED TEXT under FOIA Section 40 Personal Information.** | **REDACTED TEXT under FOIA Section 40 Personal Information.** | **REDACTED TEXT under FOIA Section 40 Personal Information.** |
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