

RELX standard terms of purchase for suppliers

1. Applicability

Subject to section 2, these standard terms of purchase for suppliers (the "TP") shall apply to all offers, purchase orders, quotations, and agreements made between RELX (as defined below) and any supplier or its agent ("Supplier") relating to any products and/or services provided to RELX (the "Products" and/or "Services") and, except as set out in section 2, the TP and the offer, purchase order, quotation or agreement (including any related schedules, exhibits, or attachments and/or the terms of the RELX legal entity purchasing the Products and/or Services (as defined in sections 5 and 17), which are referred to) shall form the entire agreement between RELX and Supplier (the "Agreement") relating to the Products and/or Services and shall supersede any previous terms which applied to products and/or services already provided. For the purposes of the TP, RELX shall mean the legal entity within the RELX group of companies purchasing the Products and/or Services and as set forth on the Agreement. RELX and its affiliated companies operate under the following brands (1) Risk, (2) Elsevier, (3) Legal and (4) RX, as set forth at <https://www.relx.com/our-business/market-segments>.

2. Variations and conflicting terms

Any variation to the TP shall have no effect unless expressly agreed in writing (referring to the varied provision of the TP by section number) and signed by an authorised signatory of RELX (including where such signature is given as an electronic signature).

If there is any conflict or inconsistency between the TP and any other terms or agreement which the parties have agreed relating to the Products and/or Services, the terms of the TP, and any terms set forth in the website links incorporated by reference in the TP shall prevail over those terms, unless either (i) the other terms expressly refer to a provision of the TP by section number and vary that provision (as described above) or (ii) the other terms are set out in a separate written contract document which has been expressly agreed and signed or otherwise executed and is in force between the parties, (the "Controlling Agreement"), in which case the Controlling Agreement shall prevail and the TP shall not apply.

3. Changes

RELX shall have the right to request reasonable changes (including additions and omissions) in the specifications, drawings, designs, quantity, packing instructions, destination, or delivery schedule of the Products and/or Services. If any such change affects the Price (as defined in section 4) of the Products and/or Services or the time required for Supplier's performance under the Agreement, RELX and Supplier may negotiate an equitable adjustment in the Price or delivery schedule or both, provided that all Supplier claims for adjustments under this section shall be made to RELX in writing within 30 days after RELX requests the change to which the adjustment relates. RELX request shall not exempt the Supplier to collect RELX prior approval to increase the Price as provided in section 4 below.

4. Prices and taxes

Supplier shall provide the Products and/or Services at the price or prices stated in the Agreement ("Price"). Any increases in the Price need to be reflected through an amendment in writing agreed to by RELX. If no price is stated, no delivery or performance shall take place unless Supplier submits a quotation to RELX, and such quotation is accepted by RELX in writing. Prices are not subject to change without RELX's written consent. Unless expressly stated in the Agreement or unless RELX expressly agrees otherwise in writing, the Price shall include all applicable taxes (including VAT as applicable and sales taxes) and other charges relating to any Products or Services such as handling, loading, freight,

transport, finance, insurance, packaging, shipping, duties, customs, tariffs, and other government imposed surcharges. RELX does not accept any additional financial or bank charges, and no such charges shall be valid hereunder. VAT as applicable and/or any other taxes, including but not limited to sales tax, shall be separately stated on the Supplier's invoice.

5. Payment terms and invoicing requirements

Where pricing is based on 'time and materials' for Services, unless the Agreement specifies otherwise, Supplier will provide RELX with an invoice each month in arrears for amounts due per the Agreement. Where pricing is based on (a) fixed price for Products or Services with or without milestone payments or (b) 'time and materials' on achievement of certain milestones then, unless the Agreement specifies otherwise, Supplier will provide RELX with an invoice on delivery of conforming Products on completion of the Services, or on achievement of the relevant milestone, as the case may be, for amounts due per the Agreement.

RELX reserves the right to provide specific invoicing requirements and submissions procedures to Supplier at any time in connection with this Agreement. With respect to an Agreement with Elsevier, Supplier shall ensure that its invoices contain the information required by and are submitted in accordance with the procedures set out in the Elsevier Invoicing Requirements for Suppliers in force from time to time, a copy of which is available at <http://www.elsevier.com/legal/elsevier-invoicing-requirements-for-suppliers>. Any credit notes which are issued should follow the same format and submission requirements as for invoices.

Invoices which do not so comply shall not be considered as correct invoices and shall be returned to Supplier and shall reset the 'due by' date. Supplier shall co-operate with any third party appointed by RELX to carry out billing audits on such invoices. Unless contrary to applicable law, Supplier must invoice RELX for any goods or services within six months of the date on which it became entitled to issue an invoice under the TP, and RELX shall not accept and shall not be obliged to pay any invoice which is issued late.

RELX shall pay a correct invoice as set forth in the Agreement the later of (i) the scheduled date for delivery or performance or achievement of the milestone, (ii) the actual date of delivery of conforming Products and/or Services or achievement of the milestone, (iii) the date on which RELX received a correct invoice from Supplier, (iv) where there are Products subject to acceptance testing, upon RELX's final acceptance of the Products. RELX shall only be obliged to effect payments by means of a wire transfer or other electronic means. No payment shall be effected by means of cash or check.

Without prejudice to any other rights or remedies of RELX, RELX shall be entitled to withhold payment of all or part of an invoice in the event that RELX has a bona fide dispute concerning such invoice, while Supplier will continue to be obliged to deliver the Products and/or perform the Services pending resolution of the dispute.

Notwithstanding the above, RELX's payment of the Price does not indicate its acceptance of the Products and/or Services nor its waiver of any warranty rights in respect of the Products and/or Services. Payment shall not prejudice RELX's rights to return nonconforming Products and/or not to accept the Services nor its right to receive credit or reimbursement for the nonconforming Products and/or not accepted Services.

RELX does not accept additional financial charges, including but not limited to interest, in the event of late payment, and no such charges shall be valid hereunder. In the event applicable country-specific laws prohibit the exclusion of additional financial charges or impose a mandatory statutory interest rate where a contract makes no provision for interest on late payment, the parties agree that the only financial charge the parties will be entitled to claim in the event of late payment (provided the amount is not the

subject of a bona fide dispute) will be interest on any amount due from the day after the date on which payment was due up to and including the date of payment in full (both before and after any judgment) calculated from day to day at a rate per annum equal to 4% above LIBOR or any equivalent index in the relevant country.

6. Delivery and risk of loss

Time is of the essence, if any shipment, delivery of Products or performance of Services is made which is not in all respects in accordance with the terms and conditions of the delivery schedule, and if so, RELX shall be entitled to reject such shipments or deliveries not then made and cancel the Agreement without any liability to RELX and without prejudice to RELX's rights to claim damages against Supplier. Such damages may include, but shall not be limited to, the amount of any compensation or penalty which RELX is required to pay its customers by reason of late delivery of the Products and/or Services. Supplier shall promptly inform RELX in writing if it is unable to make timely delivery. If RELX is obliged to purchase Products and/or Services elsewhere due to Supplier's failure to make timely delivery, Supplier will be liable for the difference in purchase price and any excess costs that RELX incurs.

Unless RELX otherwise agrees in writing, Supplier shall deliver the Products and/or Services DDP ("delivered duty paid") at RELX's facility as stated on the purchase order.

7. Inspection

Supplier shall ensure that RELX's purchase order number appears on all packing lists and bills of lading or other shipping documents and shall appear on each package, container or each shipment made pursuant to the Agreement.

All Products may be inspected and tested for acceptance by RELX at all reasonable times and places before, during or after manufacture. If any Products are defective in materials, workmanship, or are otherwise not in conformity with the requirements or specifications, and this is attributable to Supplier, RELX shall have the right, whether payment has been made by RELX, to reject the Products or require that such Products be corrected or replaced promptly with satisfactory materials or workmanship. The rejected Products may, at RELX's discretion, be returned to Supplier at Supplier's expense and the risk of loss shall pass to Supplier upon RELX's delivery of the Products to the common carrier. The costs of inspection of any Products rightfully rejected shall be charged to Supplier.

All Services may be tested for acceptance by RELX at all reasonable times during, or upon completion, of the Services. If the Services are not in conformity with the requirements or specifications, and this is attributable to Supplier, RELX shall have the right, whether payment has been made by RELX, to reject the Services or require that such Services are corrected in order to comply with the requirements or specifications. The costs of inspection of any Services rightfully rejected shall be charged to Supplier.

8. Services on the Premises

If the Services are to be performed hereunder on premises specified by RELX, Supplier represents that it has or will examine the premises and any specifications or other documents furnished in connection with the Products and/or Services and satisfy itself as to the condition of the premises and site for such Product and/or Services. Supplier agrees that no allowance shall be made in respect of any error as to any of the foregoing on the part of Supplier. Supplier shall at all times keep the premises free from accumulations of waste material or rubbish. At the completion of the Products and/or Services, Supplier shall leave the premises and the Products and/or Services broom-clean. Risk of loss or damage to Supplier's materials or equipment shall remain with Supplier while the same are on premises as specified by RELX, and RELX shall have no responsibility or liability to Supplier or any Supplier agent in respect of

any loss or damage thereto, notwithstanding the fact that storage space on such premise is provided by RELX. Supplier shall abide by all on premise safety regulations in performing any work in connection with the Products and/or Services as specified by RELX. Unless Supplier has entered into an agreement with RELX that includes background investigation, data privacy and security provisions, Supplier may not access RELX's (a) physical premises (or those under RELX control) except when escorted by RELX employees or security personnel at all times or (b) computer systems, networks, databases, or protected personally identifiable information.

9. RELX materials and content

RELX retains all right, title and interest in and to any materials which RELX provides or makes available to Supplier in connection with the delivery of the Products and/or Services. Such materials include without limitation any data (technical data, customer data, end-user data, operational data) provided or made available by RELX ("Submitted Data"). All materials (including all physical media which contain or record any RELX materials or content) provided or made available to Supplier shall be held at Supplier's risk and shall be insured by Supplier while in its custody or control in an amount equal to the replacement cost thereof with the proceeds of a loss to be paid to RELX. Upon completion or termination of the Agreement, all such materials not incorporated in the Products and/or Services shall be returned to RELX in good condition unless otherwise agreed.

Without prejudice to the generality of section 10, any content which is provided or made available to Supplier by or on behalf of RELX in connection with the Products and/or Services, including without limitation all book and/or journal and/or website text, drafts, manuscripts, articles, contributions, editorial material, pictures, illustrations, photographs, charts, audio and video recordings and other copyright works, and all pre-production copies or versions, proofs, samples and final copies or versions of any such content whether in any paper or electronic form ("RELX Content") shall be kept confidential until formal publication by RELX. Supplier shall have in place and maintain appropriate and up-to-date technical and organisational measures designed to protect all such RELX Content against unauthorised access, disclosure, copying or distribution, whether before or after formal publication of such RELX Content, and Supplier shall in addition comply with RELX's reasonable instructions from time to time in any matters relating to the protection of RELX's intellectual property rights and the prevention of piracy of RELX Content.

10. Intellectual property

Supplier's pre-existing materials, including any upgrades or enhancements thereof which Supplier makes in the ordinary course of providing products or services to its customers (altogether "Supplier's Materials") will remain the property of Supplier or its licensors. With the exception of Supplier's Materials, all work product, technology, inventions, devices, processes, know-how, documents, reports, studies, plans, charts, diagrams, designs, illustrations, photographs, audio and video recordings, computer programs, source codes, software elements, data, databases, names and logos, original works of authorship, and other tangible or intangible material or deliverables of any nature developed and/or created by or on behalf of Supplier specifically for RELX and relating to the Products and/or Services (altogether "Deliverables") and any patents, copyright, trade mark and service mark and domain name rights, rights in passing off and unfair competition, rights in designs and databases, rights to apply for registration or protection of any of the foregoing, and all other forms of intellectual property protection, trade secret rights, proprietary rights or statutory protections whether registrable or not (altogether "Intellectual Property Rights") in the Deliverables, shall be created as work for hire and shall be in all respects the property of RELX and shall be delivered to RELX promptly upon request. For the purposes of this section 10, all data generated through the provision of the Products and/or Services (whether or not using Supplier's Materials) and including without limitation aggregate data and derived data ("Generated Data") shall be or be deemed to be a Deliverable and shall be the property of RELX. If New York law

governs this Agreement, Deliverables shall be deemed by the Parties to be "work made for hire" to the extent applicable. If any right, title or interest in any Intellectual Property Right in any Deliverable shall be considered under any applicable law as being other than a work for hire which is the property of RELX, Supplier hereby assigns and transfers to RELX all of its worldwide right, title and interest in all the Intellectual Property Rights in such Deliverable, unless otherwise expressly agreed.

Supplier hereby grants RELX and its affiliates, employees, sub-contractors, successors, customers and other end users of the Products and/or the Services a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license to use any of Supplier's Materials which are required to be used in order to get the full benefit of the Deliverables and the Intellectual Property Rights therein and/or the Products and/or the Services. Supplier agrees to disclose promptly in writing to RELX all Intellectual Property Rights which it creates in any Deliverables upon request from RELX. Supplier agrees to assist RELX in every reasonable way, at RELX's expense, to secure, perfect, apply for and register in RELX's name, and maintain and defend for RELX's benefit, all Intellectual Property Rights in any Deliverables, as RELX deems appropriate.

No open source code shall be incorporated, embedded or included as part of any of the Deliverables or provided as part of the Services without Supplier expressly identifying the same in a written specification document and obtaining RELX's prior written approval to such inclusion.

Where Supplier is providing proprietary software to RELX, either for installation on RELX-owned or controlled infrastructure, or on a Software as a Service (SaaS) basis the following software terms apply:

Supplier grants RELX and its affiliates and their employees and contractors (together "RELX Users") an irrevocable, royalty-free, fully paid up, non-exclusive, worldwide license to use for the purposes of their businesses the software products and components listed on the purchase order, offer, quotation or agreement ("the Software") in object code form, together with all relevant documentation issued by Supplier from time to time relating to the Software ("the Documentation"). RELX and its affiliates may sublicense their rights granted hereunder (without limitation, including to their customers and other end users) and may distribute copies of the Software only insofar as necessary to get the intended benefit of the Software.

The duration of the license shall be as stated on the purchase order, offer, quotation or agreement, but if no duration is specified, shall be perpetual.

Any restrictions on the amount of usage of the Software (e.g., user numbers, or transactions or records to be processed by the Software) shall be as stated on the purchase order, offer, quotation or agreement, but if no such restrictions are specified, the usage of the Software by RELX Users shall be unrestricted except as otherwise stated in these software terms.

Where the purchase order, offer, quotation or agreement provides that Supplier shall provide support and maintenance or similar services for the Software, RELX Users shall be entitled to all updates, upgrades and new releases of the Software that Supplier may issue or make available to its customers from time to time, and RELX Users shall be entitled to telephone or email 'helpdesk' support from Supplier to answer any queries they may have concerning use of the Software and to resolve any problems, errors or incidents that may arise with the Software.

Except to the extent such activities are permitted by applicable law and are expressly agreed by the parties to this Agreement, RELX Users' rights to use the Software do not permit them to translate, adapt, disassemble, reverse engineer or decompile the Software (or any part of it), nor make any modifications, additions or enhancements to it.

RELX and its affiliates may make such number of backup copies of the Software and Documentation as are reasonably necessary for business continuity purposes.

11. Confidentiality

Supplier agrees to hold all non-public information provided or made available by or for RELX, in either written or any electronic format, including but not limited to documents, data (including without limitation Submitted Data and Generated Data), illustrations, design information, drawings, specifications, reports, requests for quotation or proposals, technical information, customer information, sales and operations information, cost and pricing information, marketing and financial or other business information, and all RELX Intellectual Property Rights as referred to in section 10 (altogether "Information"), in the strictest confidence and in particular Supplier shall not use the Information to improve or develop any of its products and/or services. No dissemination of any Information is permitted without the explicit consent of RELX.

Supplier shall (i) restrict disclosure and use of the Information solely to those staff who need to know the same, (ii) advise those staff of their obligations with respect to the Information, and (iii) use and copy the Information only for the purposes of providing the Products and/or Services. Supplier agrees that any breach of this provision by the other would cause irreparable injury not adequately compensable with monetary damages. Accordingly, in addition to any rights otherwise available at law, in equity or by statute, RELX is entitled to injunctive and other equitable relief.

These restrictions shall not apply to the extent that any Information (i) was previously known to Supplier free of any obligation to keep it confidential, or (ii) is or becomes publicly available, other than by unauthorized disclosure by Supplier, or (iii) is received from a third party whose disclosure does not violate any confidentiality obligation, or (iv) is required to be disclosed by law.

Supplier shall not make any announcement or otherwise publicize the existence of or disclose to any person the terms of the Agreement between the parties without the prior written consent of RELX. Supplier shall not list RELX on any list of its customers or use any of RELX's trademarks or service marks in its marketing material without prior written consent.

12. Warranties

Supplier represents and warrants to RELX that the Products and/or Deliverables shall be delivered free from all defects in materials and workmanship, shall be of good quality, shall conform strictly to any specifications, drawings, or samples which may have been provided to or furnished by RELX, and shall be fit for the particular purposes for which the Products are intended by RELX. Supplier further warrants that it will have good title to the Products free and clear of all liens and encumbrances and will transfer such title to RELX.

Supplier represents and warrants to RELX that the Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Supplier warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes intended by RELX.

Supplier represents and warrants to RELX that it operates and maintains appropriate and up-to-date IT security systems, policies and procedures which are designed to protect its IT systems from viruses, trojan horses, spyware, worms, logic bombs or other analogous malicious code ("Malware") and so minimise the risk that Malware will be transmitted from Supplier's IT systems to RELX or to other customers or contacts, including to RELX's customers.

Supplier represents and warrants to RELX that the Products and/or Services (including any Deliverables) shall not infringe any patent, copyright, trademark, trade secret or other intellectual property, proprietary or contract right of any third party.

13. Indemnity

Supplier shall indemnify, defend and hold harmless RELX and each affiliate of RELX and each of their directors, officers, employees, agents, shareholders, customers and other end users of the Products and/or Services ("Indemnitees") and defend any Indemnitee against all claims, liabilities, losses, damages, costs and expenses (including legal fees and expenses) brought against or incurred by any Indemnitee because of the following:

- (i) any breach by Supplier of any of its warranties to, or agreements with, RELX,
- (ii) any claim that the Products and/or Services (including any Deliverables) infringe any patent, trademark, image right, copyright or any other intellectual property right, anywhere in the world,
- (iii) any death, injury or damage to any person or property alleged to have been caused by the Products and/or Services or by Supplier's or any of Supplier's subcontractors' manufacture of the Products or performance of the Services, or
- (iv) any contract or commitment entered into or made by Supplier with any third party that provides goods, materials or services to Supplier.

Should RELX's use, or use by its affiliates, agents, subcontractors, distributors or customers, of any of the Products and/or Services (including any Deliverables) be enjoined, be threatened by injunction, or be the subject of any legal proceeding for alleged infringement, Supplier shall, at its sole cost and expense,

- (i) substitute fully equivalent non-infringing Products and/or Services;
- (ii) modify the Products and/or Services so that they no longer infringe but remain fully equivalent in functionality;
- (iii) obtain for RELX, its affiliates, agents, subcontractors, distributors and customers the right to continue the use of the Products and/or Services; or
- (iv) if none of the foregoing is possible, refund all amounts paid for the infringing Products and/or Services.

Infringing Products shall be returned to Supplier at Supplier's risk and expense. Supplier shall maintain product liability and public liability or other insurance which provides, under the terms of the primary policy or by contractual liability endorsement, if necessary, coverage in respect of claims involving bodily injury or property damage arising out of or in connection with the Products and/or Services.

14. Remedies

In the event of a breach of the terms and conditions of the Agreement by Supplier, RELX shall have all remedies provided by law subject to Supplier's right to collect the amounts due and payable for any part of the Products and/or Services accepted by RELX. In no event shall RELX be liable to Supplier, Supplier's agents, Supplier's employees or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with the provision of the Products and/or Services, whether or

not RELX was advised of the possibility of such damages. In no event shall RELX's liability exceed the agreed upon Price. Nothing in this clause 14 shall limit RELX's liability to the extent such liability cannot be limited by applicable law.

15. Compliance

Supplier will comply fully with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders relating to its duties, obligations and performance under this Agreement, including without limitation, export and import, anti-corruption, data protection and environmental laws. Supplier will secure with the applicable customs authority all necessary clearances, licenses, and exemptions, and make all required filings and disclosures relating to the provision of the Products and/or Services. Supplier shall not export, directly or indirectly, any technology, software or commodity of U.S. origin or having U.S. content to countries or nationals of those countries wherever located listed in U.S. Export Administration Regulations, as modified from time to time, unless authorized by appropriate government license or regulations. Whenever RELX requests it to do so, Supplier shall promptly furnish to RELX copies of such documentation. Supplier will fully comply with the RELX Supplier Code of Conduct, and with any applicable RELX policy that is notified to it, including but not limited to Health and Safety policies and Security policies which will be made available upon request. If Supplier is Processing any Personal Information as part of its performance under this Agreement, Supplier shall comply with all applicable obligations set forth in the most recent version of the RELX Privacy and Data Protection Requirements for Suppliers. Any terms used but not defined in this section shall have the meanings provided in the RELX Privacy and Data Protection Requirements for Suppliers. To the extent Supplier tracks its CO2 Emissions, Supplier hereby agrees to report at the end of each annual reporting cycle at <https://forms.office.com/r/T9KwDybebh>: (i) its global revenue and (ii) its Scope 1 and Scope 2 CO2 Emissions. "CO2 Emissions" shall mean the amount of carbon dioxide emissions generated by Supplier. In reference to CO2 Emissions, "Scope 1" shall mean CO2 Emissions generated directly from Supplier's operations, and "Scope 2" shall mean CO2 Emissions generated indirectly from the production of electricity, steam, heat or cooling that Supplier uses.

Without prejudice to the foregoing, Supplier acknowledges that RELX is subject to, and Supplier shall also comply with, applicable domestic and foreign anti-bribery laws and regulations that regulate RELX's business activities, including, without limitation, the United States Foreign Corrupt Practices Act and the UK Bribery Act. Supplier and its officers, directors, employees and agents shall engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). Neither Supplier nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help Supplier, RELX, and/or any affiliate of RELX for personal gain or for that of RELX or RELX's affiliates (any such act, a "Prohibited Payment"). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as, without limitation, travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract, provided that such payments are permissible under applicable laws. Supplier further agrees that it will not accept any payment or other benefit in money or in kind from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of RELX.

This following paragraph is only applicable to the extent that any of the Services under the Agreement will be performed by staff within the US in respect of US Government contracts held by RELX. **Unless exempt, Supplier and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with**

disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, 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, national origin, protected veteran status or disability. If applicable, Supplier and its subcontractors shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

16. Termination

Each party shall have the right to terminate the Agreement by written notice with immediate effect upon the occurrence of either of the following events:

(i) the other party's insolvency or actions indicating insolvency such as the filing of a petition by or against such party, or such party's attempt to make a general assignment for the benefit of creditors or composition or voluntary arrangement with creditors, or

(ii) the other party's failure to comply with any of its obligations under the Agreement if such failure continues for more than 10 days after notice thereof is given by such party.

Upon termination for material breach by RELX, Supplier shall immediately cease with the delivery and/or performance under the Agreement. RELX may, at its option and without prejudice to any other rights or remedies it may have, take possession of the Products and/or work product of the Services in whatever stage of completion, with or without seeking a writ of replevin or pursuing any other judicial process or remedy. Upon taking possession of the Products and/or Services, if the Products and/or Services are not completed, complete or contract with any other person(s) to complete the Products and/or Services, and Supplier shall be liable for all costs, expenses or damages of any kind whatsoever which RELX has incurred or suffered.

Where the Agreement is terminated with immediate effect, RELX shall have no responsibility for Products delivered and/or Services performed after Supplier's receipt of the notice of termination.

17. Affiliate Terms

With respect to an Agreement contracting with an RX entity, the terms set out in the RX Supplier Terms of Purchase available at [Supplier Terms & Conditions of Purchase \(rxglobal.com\)](http://rxglobal.com) are hereby incorporated by reference (the "RX Terms"), including, as applicable, terms for the jurisdiction of the corporate domicile of the contracting RX entity. In case of contradiction between the terms of the Agreement and the local terms, the latter shall apply.

18. Off Payroll Workers in the United Kingdom

(i) Supplier agrees not to provide to Customer any worker, subcontractor, assignee or third party who is resident in the United Kingdom for taxation purposes (in this section 18(i) referred to as an "**Off-Payroll Worker**" and associated legislation, including the off-payroll working rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003, referred to as the "**OPW Legislation**") to perform the Services where that Off-Payroll Worker is, directly or indirectly, provided to Supplier via an entity or person (such as a personal service company or partnership) which is acting as an intermediary (an "**Intermediary**") unless Supplier first discloses this fact to Customer and receives the express written consent of Customer, which may be withheld at Customer's sole discretion.

- (ii) Supplier will fully assist Customer in all matters relating to the identification of any Intermediary in its supply chain, notifying Customer as soon as reasonably practicable upon the identification of an Intermediary. The disclosure of an Intermediary to Customer shall detail whether Supplier considers that the Off-Payroll Worker is providing a service within the OPW Legislation and the nature of such service.
- (iii) Supplier shall indemnify and hold harmless Customer from and against any and all damages, liabilities and costs as a result of any failure to disclose an Off-Payroll Worker provided via an Intermediary or any of the other information required to be provided as a result of this section 18(iii) as follows:
 - (a) In respect of an Off-Payroll Worker provided through an Intermediary, Customer shall (acting fairly and reasonably and taking into account any disclosure from Supplier) make a determination with respect to whether there is a service within the OPW Legislation and the deemed employment status of each Off-Payroll Worker for OPW Legislation purposes in relation to Customer;
 - (b) Customer will provide copies of the status determination statement to Supplier and the Off-Payroll Worker;
 - (c) If representations are made to Customer that the conclusion mentioned in a status determination statement is incorrect, Customer shall, within 45 days of the determination, either:
 - i. inform the Off-Payroll Worker (or (as the case may be) the relevant Intermediary) that it has considered the representations and decided that the conclusion is correct; or
 - ii. give to the Off-Payroll Worker (and (as the case may be) the relevant Intermediary) a new status determination statement which contains a different conclusion, and
 - (d) following a determination of deemed employment status as set out in (a) to (c) above, Supplier will procure that withholdings for income tax and National Insurance Contributions are made in accordance with the OPW Legislation.
- (iv) For the avoidance of doubt, pending the resolution of a dispute under (c) above, an Off-Payroll Worker will be assumed to be employed for the purposes of the OPW Legislation and Supplier will procure that withholdings for income tax and National Insurance Contributions are made accordingly.

19. Resiliency Requirements

The RELX Supplier Resiliency Requirements available at <http://www.relx.com/corporateresponsibility/policies> are hereby incorporated herein by reference.

20. Security.

Supplier shall (i) have in place documented information security policies and procedures, which shall be reviewed, tested and updated at least annually, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information and which meet or exceed industry best practices and which comply with all applicable laws and (ii) have in place a documented information security incident handling procedure that is tested and updated at least annually and (iii) immediately report any inappropriate or unauthorized or inadvertent access, disclosure or acquisition of RELX information or any compromise of RELX's information security program (an "Incident") whether by an authorized, unauthorized or unknown party or individual to RELX Information Assurance and Data Protection ("RELX Security") at security@relx.com and cooperate fully with RELX's reasonable requests surrounding such Incident.

21. Insurance.

Supplier shall maintain, at its expense, such professional liability and other insurance policies with reputable insurers as are reasonable and adequate to provide coverage for its obligations and liabilities under this order for the full duration of such obligations and liabilities, including, but not limited to an Errors and Omissions Liability Insurance Policy, including cyber liability insurance, in a minimum amount equivalent to USD\$2,000,000 aggregate coverage per policy year. If requested by RELX, Supplier shall maintain products liability and completed operations insurance which provides, under the terms of the primary policy or by contractual liability endorsement, if necessary, coverage in respect of claims involving bodily injury or property damage arising out of or in connection with the Services and Products. Such insurance shall be in such minimum amounts as RELX shall designate and shall, upon RELX's request, declare RELX as a named insured. Such policies of insurance shall not be cancelable except upon 10 days written notice to RELX, and Supplier shall furnish proof of such insurance to RELX should RELX so request.

22. Contingencies.

RELX shall have the option to terminate the Agreement or to delay the delivery or completion of all or part of the Products and/or Services if causes beyond the reasonable control of RELX make it unreasonable to accept delivery hereunder. Such causes include, but are not limited to, epidemic or other acts of God, flood, storm, earthquake, war acts of the public enemy, riot, civil disturbance, strike, lockout, labor dispute, government order or governmental action, power or equipment failure, prohibition, or regulation; delay in transportation facilities; and the failure of any party to perform any contract with RELX which adversely affects RELX need for the Products and/or Services. Such termination or delay shall be without cost to RELX to the extent that the Products and/or Services are standard stock goods which can be resold by Supplier and/or the Products and/or Services include services which Supplier has not then yet performed. In all other cases, Supplier shall have the right to reasonable compensation for work performed up to the date of such termination by RELX or, in the case of delay, for reasonable handling and storage charges. All claims for compensation under this section shall be made by Supplier to RELX in writing within 30 days after RELX notifies Supplier of the termination or delay, as the case may be.

23. General

For RELX entities located in the United States, the parties agree to submit to the exclusive jurisdiction of the courts of the State of New York. The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by the laws of the State of New York, including, sections 5-1401 and 5-1402 of the New York General Obligations Law but excluding to the maximum extent permitted by law all other conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. For RELX entities located outside of the United States, the formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by the law of the corporate domicile of the RELX legal entity which is purchasing the Products and/or Services. Save in relation to any interim relief and/or enforcement of any judgment, the parties agree to submit to the exclusive jurisdiction of the courts of that same corporate domicile.

Supplier shall not be entitled to assign, subcontract or delegate any obligations or performance of the Products and/or Services or any part of them without the prior written consent of RELX. RELX's consent to assignment, subcontracting or delegation of any obligation of Supplier under the Agreement shall not relieve Supplier of responsibility for performance of the obligation. RELX may assign the rights and obligations under the Agreement or any part of it to any person, firm or company.

Supplier shall not have and waives any security interest in or lien upon any of the Products and/or Services. Supplier grants to RELX a security interest in all amounts that Supplier owes to RELX to secure Supplier's obligations to RELX in respect of the Products and/or Services. As a condition to payment, Supplier shall, upon RELX's request, furnish RELX evidence that all subcontractors or materialmen used

by Supplier in connection with completion of the Products and/or Services have been paid in full and have released all liens held by such subcontractors or materialmen against the items or the affected premises.

The relationship between Supplier and RELX is and will be that of seller and buyer and not a joint venture, partnership, principal-agent, broker, sales representative or franchise relationship.

Notwithstanding anything else contained in the Agreement, Supplier confirms that RELX can share the benefits and rights which are granted to RELX pursuant to the Agreement with any entity being part of the RELX group of companies, as if each reference conferring a benefit on RELX also included an express reference to such entity. This is without any separate or further payment being required but subject to such entity complying with the same restrictions (other than payment) as those which apply to RELX pursuant to the Agreement. Furthermore, Supplier confirms that any company within the RELX group can discharge the obligations of RELX, subject to RELX remaining liable for any of its obligations which are not so discharged.

If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect. Failure or delay by RELX in enforcing or partially enforcing any provision (or pursuing any breach) of the Agreement will not be construed as a waiver of any of its rights under the Agreement.

All terms of this TP which must survive in order to fulfil their essential purpose shall survive termination or expiration of this TP.

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