THOMSON REUTERS DATA PROCESSING ADDENDUM

Version 4.1
Effective October 23, 2026

This DPA shall apply to all contracts entered into or renewed on or after October 23, 2026.

This Data Processing Addendum **("DPA")** is incorporated into the Agreement between Thomson Reuters and Customer and sets out the obligations of both parties with respect to the Processing of Customer Personal Data in connection with the Agreement. Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Agreement or in Applicable Data Protection Law.

1. DEFINED TERMS. The following terms shall have the following meanings in this DPA:

1.1. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;

1.2. **"Agreement"** means the underlying agreement between Thomson Reuters and Customer for the provision of the Services that references and incorporates this DPA;

1.3. **"Applicable Data Protection Law"** means data privacy and cybersecurity laws to the extent applicable to the relevant party's Processing of Customer Personal Data, which may include: (a) the General Data Protection Regulation (Regulation (EU) 2016/679) (and any national implementing laws, regulations and secondary legislation, as amended, updated or replaced from time to time); and/or (b) the California Consumer Privacy Act of 2018 as set forth in Cal. Civ. Code § 1798.100 et seq. (and as amended by the California Privacy Rights Act of 2020, together with the regulations promulgated pursuant thereto), in each case as amended from time to time;

1.4. **"Authorized Affiliate"** means any of Customer's Affiliate(s) which (a) is subject to Applicable Data Protection Law, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Thomson Reuters, but has not signed its own Agreement or Order Form with Thomson Reuters and is, therefore, not a "Customer" as defined under this DPA;

1.5. **"Customer"** means the legal entity which has directly entered into the Agreement for Services with Thomson Reuters or its Affiliates;

1.6. **"Customer Personal Data"** means the Personal Data that Customer or its Authorized Affiliate provides under the Agreement for Thomson Reuters to Process on behalf of Customer in connection with the Services. Customer

Personal Data does not include information that is (i) deidentified, anonymized, aggregated, publicly available information, or business contact data (unless the Applicable Data Protection Law otherwise considers such information as Personal Data); (ii) Usage Information; or (iii) any information that the Applicable Data Protection Law specifically states does not constitute Personal Data;

1.7. **"Data Security Addendum"** means either (a) the Thomson Reuters Data Security Addendum set forth at tr.com/trdsa, or (b) if applicable, a negotiated data security addendum that is incorporated into the Agreement by the parties, in each case as it may now or hereafter be amended;

1.8. **"Data Privacy Framework" or "DPF"** means the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. Data Privacy Framework (UK Extension to the EU-U.S. DPF), and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) developed to facilitate transatlantic commerce by providing reliable mechanisms for personal data transfers to the United States from the European Union and European Economic Area, the United Kingdom (and Gibraltar), and Switzerland that are consistent with EU, UK, and Swiss law;

1.9. **"DPF Principles"** means the binding set of requirements that govern DPF-participating organizations' use and treatment of Personal Data received from the EU/UK or Switzerland under, respectively, the EU-U.S. Data Privacy Framework Principles (which apply to the EU- U.S. DPF and the UK Extension to the EU-U.S. DPF) and the Swiss-U.S. Data Privacy Framework Principles (which apply to the Swiss-U.S. DPF);

1.10. **"Sell" or "Sale"** shall have the meaning set out in Applicable Data Protection Law, and generally means the exchange, disclosure, transfer, or other communication of Personal Data for monetary or other valuable consideration, whether directly or indirectly and whether by electronic or other means;

1.11. **"Security Breach"** shall have the meaning ascribed to it in the Data Security Addendum;

1.12. **"Services"** means the products or services provided by Thomson Reuters to Customer pursuant to the Agreement;

1.13. **"Share"** shall have the meaning set out in Applicable Data Protection Law, and generally means disclosing, making available, transferring, or otherwise communicating Personal Data to another person or entity for purposes of cross-context behavioral advertising, targeted advertising, or similar advertising or marketing purposes, whether or not for monetary or other valuable consideration;

1.14. **"Standard Contractual Clauses"** means those model clauses approved pursuant to Applicable Data Protection Law that legitimize the transfer of

Personal Data across borders, including the Standard Contractual Clauses approved by the European Commission which can be found *here*;

1.15. **"Subprocessor"** means a subcontractor used by Thomson Reuters to provide Services, where such subcontractor Processes Customer Personal Data;

1.16. **"Thomson Reuters"** means the named Thomson Reuters entity that has entered into the Agreement for Services with Customer;

1.17. **"Transfer"** means the international transfer of Customer Personal Data;

1.18. **"Usage Information"** means product usage information that is generated by or on behalf of Thomson Reuters and is derived by or through the use of the Services; and

1.19. **"Controller"** also referred to as **"Business," "Processor"** also referred to as **"Service Provider" or "Contractor;" "Data Subject"** also referred to as **"Consumer," "Personal Data"** also referred to as **"Personal Information,"** and **"Process" or "Processing"** shall all have the meanings set out in the relevant Applicable Data Protection Law.

2. PROCESSING OF CUSTOMER PERSONAL DATA AND PARTIES' OBLIGATIONS.

2.1. **Compliance with Laws.** Each party agrees to comply with its own obligations under Applicable Data Protection Law.

2.2. **Parties' Obligations.** With respect to the Processing of Customer Personal Data in connection with the Services, the parties agree that:

2.2.1. Customer is the Controller of Customer Personal Data and, consequently, Thomson Reuters is a Processor thereof, in which the parties agree that the Customer Personal Data is being disclosed to Thomson Reuters only for such limited and specified purposes as described in Customer's instructions, including the purpose of Processing and Processing activities as set forth in the Agreement;

2.2.2. Each party will (i) inform the other if, in its reasonable opinion, an instruction infringes on its own obligations under Applicable Data Protection Law or other laws and (ii) upon reasonable request, provide assistance required under Applicable Data Protection Law with respect to data protection impact assessments, consulting with relevant data protection authorities, and/or making available relevant information necessary to demonstrate compliance with Applicable Data Protection Law;

2.2.3. Without limiting Section 2.1, Customer represents and warrants that it has obtained all consents for and rights to, and has provided all necessary notices to Data Subjects with respect to, the Customer Personal Data as required for the same to be Processed as contemplated by the Agreement; and

2.2.4. Except as required under Applicable Data Protection Law, Customer acknowledges and agrees that Thomson Reuters is under no duty to independently collect consent from or provide notice to any Data Subjects or to investigate the completeness, accuracy, or sufficiency of any specific Customer instruction or Customer Personal Data.

3. **OBLIGATIONS OF THOMSON REUTERS.** Thomson Reuters will take steps to ensure that:

3.1. **Limitations on Processing.** It only Processes the Customer Personal Data hereunder in alignment with Customer's instructions, including those set forth in the Agreement. To the extent Thomson Reuters is a Service Provider or Contractor, and unless expressly permitted by Applicable Data Protection Law, it shall not: (a) Sell or Share Customer Personal Data; (b) retain, use, or disclose Customer Personal Data except for the specific business purpose(s) set forth in the Agreement; (c) provide cross-context behavioral advertising; and (d) combine personal information of consumers who opted out of Sales/Sharing with Customer Personal Data. Thomson Reuters certifies that it understands the restrictions under this Agreement and Applicable Data Protection Law;

3.2. **Personnel.** Its personnel (including staff, agents, and Subprocessors) who handle Customer Personal Data are subject to a duty of confidentiality;

3.3. **Security.** It maintains and implements appropriate technical and organizational measures designed to protect Customer Personal Data against unauthorized destruction, loss, alteration, disclosure of, or access thereto. The parties agree that the security measures set forth in the Data Security Addendum are in scope and fulfill the obligations of this Section;

3.4. **Access Requests.** It will provide reasonable cooperation to Customer or a Data Subject to fulfill a Data Subject's request to access, correct, delete, or cease Processing of Customer Personal Data. To the extent Thomson Reuters receives a request, correspondence, enquiry, or complaint from a regulator that directly relates to Customer Personal Data, then (to the extent permissible) it will promptly refer the same to Customer for handling;

3.5. **Breach Notification.** It will report a Security Breach as required and in accordance with Section 4 of the Data Security Addendum, including that, to the extent known, it shall provide relevant information and reasonable cooperation so that Customer can fulfill its own obligations as Controller. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users;

3.6. **Deletion and Retention.** Upon request, it will delete the Customer Personal Data in its (or its Subprocessors') possession, except to the extent that Thomson Reuters is required to retain such data by law or its data retention policies (in which case Thomson Reuters shall isolate and protect such

Customer Personal Data from further active Processing except to the extent required by law);

3.7. **Subprocessors.** It will impose written data protection terms on any Subprocessor that are no less restrictive than the terms of this DPA and remain primarily liable for acts or omissions of its Subprocessor in the same manner as for its own acts or omissions under the Agreement. Customer hereby (a) provides its general authorization for Thomson Reuters to engage Subprocessors to carry out its obligations under the Agreement; and (b) agrees that Thomson Reuters does not provide tailor-made services and, therefore, the Services and related Personal Data protection solutions and operations, including engagement of any Subprocessor by Thomson Reuters, are offered "as is";

3.7.1. **Updates and Objection.** Thomson Reuters's Subprocessors, and updates thereof, can be found on its webpages here or in other notices providedfrom time to time. Thomson Reuters will provide Customer the opportunity to reasonably object to the appointment or replacement of a Subprocessor. To the extent reasonable, Thomson Reuters will either give Customer an opportunity to pay for the Service without use of the objectionable Subprocessor or terminate, subject to the terms of the Agreement, the specific Service(s) affected by the Subprocessor at issue; and

3.8. **Audits.** It will allow for and contribute to audits conducted by Customer or an external auditor selected by Customer in accordance with Section 3 of the Data Security Addendum. At Customer's expense and to the extent a more extensive audit is granted by Thomson Reuters, then the parties agree to negotiate, in good faith, a statement of work that outlines the scope and time frames of the audit.

4. DATA TRANSFERS.

4.1. **General.** Customer (or its agents) or Thomson Reuters will only Transfer (including any onward Transfers) Customer Personal Data as permitted by Applicable Data Protection Law.

4.2. **Transfers of European Personal Data.** To the extent Customer and/or Thomson Reuters participate in a Data Privacy Framework (DPF) and such party's participation governs the relevant Transfers of Customer Personal Data pursuant to the Agreement, then the parties shall comply with each of their respective requirements of the Data Privacy Framework, including the DPF Principles. If, under Applicable Data Protection Law in the relevant jurisdiction, the Data Privacy Framework does not cover the relevant Transfers and/or the relevant DPF is invalidated, the parties agree that the terms of the EU Standard Contractual Clauses, the UK Addendum, or UK International Data Transfer Agreement shall apply to any Transfers of Customer Personal Data governed by GDPR (or by the Applicable Laws of a jurisdiction other than the EU/EEA where such laws expressly recognize the GDPR Standard Contractual Clauses as a mechanism to legitimize the Transfer of Customer Personal Data)

and/or the UK GDPR, to a country that has not received an adequacy decision, provided that Customer shall first perform a transfer impact assessment and implement any required additional safeguards prior to transferring the Customer Personal Data.

4.3. **Other Data Transfers.** If Applicable Data Protection Law requires the participation of Thomson Reuters to legitimize the Transfer, such as the execution of model transfer contracts issued by the relevant regulator, then Customer shall notify Thomson Reuters andthe parties will cooperate in good faith to implement the required transfer mechanism.

5. **GENERAL.** All other terms andconditions of the Agreement remain in fullforce and effect. In the event of any inconsistencies between this DPA and the Agreement, this DPA shall prevail as it relates to the Processing of Customer Personal Data only. In the event of any inconsistencies between this DPA and Applicable Data Protection Law, the relevant Applicable Data Protection Law shall prevail but only to the extent that it governs the Processing of Customer Personal Data.

Version History

Prior Version	Effective Date
www.tr.com/trd12a-jan-3-2023	January 3, 2023
www.tr.com/trd12a-june-7-2021	June 7, 2021
www.tr.com/trd12a-feb-1-2025	February 1, 2025
www.tr.com/trd12a-oct-15-2026	October 15, 2026