

Addendum - Data Processing Agreement

Last Updated: August 2025

This Data Processing Agreement (DPA) forms part of the Principal Agreement (“**Principal Agreement**”) between the Vendor/Supplier (“**Processor**”) and the Turner & Townsend entity the Vendor/Supplier enters into a contract with (“**T&T**”). This DPA reflects the parties’ agreement with regard to the Processing of Personal Data in the context of the Principal Agreement.

1. Application and order of precedence

The terms and conditions of this DPA shall be incorporated into the Principal Agreement. Any existing privacy-related provisions contained in the Principal Agreement shall hereby be revoked and replaced by the terms of this DPA. If the parties later need to enter into a full DPA under Section 13 of this DPA, the terms of the full DPA shall take precedence upon this DPA.

2. Definitions

In this DPA, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- Data Subject means the identified or identifiable natural person whose Personal Data is processed;
- EU GDPR means EU General Data Protection Regulation 2016/679;
- Subprocessor means any person (including any third party and any Processor Affiliate) appointed by or on behalf of Processor to Process T&T Personal Data;
- T&T EU Personal Data means T&T Personal Data relating to Data Subjects protected by Data Protection Laws of the EU;
- T&T Personal Data means any Personal Data Processed by the Processor or a Subprocessor on behalf of T&T;
- T&T UK Personal Data means T&T Personal Data relating to Data Subjects protected by the Data Protection Laws of the UK;
- UK GDPR means EU GDPR as amended and adopted by the UK Data Protection Act 2018 and any subsequent data privacy laws amending or replacing the UK Data Protection Act 2018 and governing the Processing of T&T UK Personal Data.

The terms Data Controller, Data Processor, Personal Data, Personal Data Breach and Processing have the same meaning as in the EU/UK GDPR.

3. Role of the parties

Depending on the scope of the Services and the Processing provided by the Processor, T&T may qualify either as a Data Controller or as a Data Processor with respect to T&T Personal Data. Where T&T qualifies as a Data Controller, Processor qualifies as a Data Processor of T&T and where T&T qualifies as a Data Processor, Processor qualifies as a Sub-

processor of T&T when processing T&T Personal Data under this DPA.

4. Processing of T&T Personal Data

- 4.1 Processor shall (i) comply with all Data Protection laws in the Processing of T&T Personal Data; (ii) not process T&T Personal Data other than on T&T’s instructions unless Processing is required by law, in which case Processor shall, to the extent permitted by such law, inform T&T of such legal requirement before Processing T&T Personal Data.
- 4.2 T&T instructs Processor to Process T&T Personal Data as reasonably necessary for the provision of the Services and in line with the Principal Agreement.
- 4.3 The details of the T&T Personal Data to be Processed are set out in [Annex 1](#) to this DPA.

5. Processor Personnel

With respect to all of Processor’s employees, agents and contractors who have access to T&T Personal Data, Processor shall: (i) ensure their reliability and compliance with Data Protection laws and require them to adhere to its privacy policies and ensure that disciplinary measures for violations of such policies are imposed; (ii) ensure they comply with all obligations of confidentiality to which Processor is subject and (iii) limit their access to T&T Personal Data on a strictly need-to-know basis and in line with the Principal Agreement.

6. Security

Processor shall implement appropriate technical and organisational security measures when processing T&T Personal Data, pursuant to Article 32 of the EU GDPR/UK GDPR and shall oblige all Subprocessors to implement technical and organisational security measures ensuring an equivalent level of protection for T&T Personal Data.

7. Subprocessors

- 7.1 To the extent Processor is permitted under the Principal Agreement to engage a Subprocessor, Processor may only use the Subprocessors already engaged at the date of this DPA, provided that Processor shared with T&T full details of the Subprocessors and the type and scope of the Processing to be undertaken by each Subprocessor. T&T authorises Processor to appoint (and permit each Subprocessor appointed in accordance with this Section to appoint) Subprocessors not yet engaged at the date of this DPA only

if Processor (i) provides T&T with the Subprocessor's information prior to its appointment, (ii) complies with Section 6 and (iii) gives T&T at least 60 days prior written notice and T&T does not object to the new Subprocessor on reasonable grounds. If T&T objects in writing, Processor shall not appoint (or disclose any T&T Personal Data to) the proposed new Subprocessor unless T&T decides to withdraw its objections and consent to the proposed new Subprocessor.

7.2 With respect to all Subprocessors, Processor shall (i) not use or appoint any new Subprocessor unless adequate due diligence has been performed (ii) ensure that each Subprocessor is bound by a written contract offering at least the same level of protection for T&T Personal Data as this DPA and applicable Data Protection Laws, (iii) provide T&T with a copy of such Subprocessing Agreements as T&T may request from time to time.

7.3 T&T Personal Data shall not be transferred to or accessed from outside of the EU/UK when T&T Personal Data is being processed by a Subprocessor.

8. Data Subject Rights

8.1 Processor shall assist T&T in fulfilling its obligations to respond to requests received from Data Subjects to exercise their rights and implement appropriate technical and organisational measures to provide such assistance.

8.2 Processor shall (i) promptly notify T&T if it or any Subprocessor receives a Data Subject Request in respect of T&T Personal Data, (ii) ensure that it or any Subprocessor does not respond to such request except on documented instruction of T&T or as required by, and in compliance with, any laws to which Processor or Subprocessor is subject in which case Processor or Subprocessor shall inform T&T of such legal requirement before responding to the request, if permitted by law.

9. Personal Data Breach

9.1 Processor shall notify T&T without undue delay upon becoming aware of a Personal Data Breach affecting T&T Personal, providing T&T with sufficient information to allow T&T to meet any reporting obligations. The notification shall contain at least the information described in Article 33 (3) of the EU GDPR/UK GDPR.

9.2 Processor shall co-operate with T&T and take commercially reasonable steps as directed by T&T to assist in the investigation and mitigation of such Data Breach.

10. Data Protection Impact Assessment and Prior Consultation

Processor shall reasonably assist T&T with any data protection impact assessments and prior consultations with Supervisory Authorities, which T&T reasonably considers to be required by Data Protection Laws in relation to T&T Personal Data.

11. Deletion or return of T&T Personal Data

11.1 Processor shall (a) promptly delete and procure the deletion by all Subprocessors T&T Personal Data when no longer needed and no later than thirty (30) days after the cessation of the services or (b) return T&T Personal Data within five (5) business days of the cessation of the services if requested by T&T. Processor shall provide a written confirmation of the deletion or return of T&T Personal Data.

11.2 Processor may retain T&T Personal Data if required by applicable laws. In such case, the DPA remains applicable as long as Processor retains T&T Personal Data.

12. Audits

Processor shall make available to T&T on request all information necessary to demonstrate compliance with this DPA and Data Protection Laws when processing T&T Personal Data under this DPA, and shall allow for and contribute to audits, including inspections at Processor facilities in which T&T Personal Data is Processed. T&T shall have the right to terminate the Main Agreement if the Audit reveals that Processor or any Subprocessor is not in compliance with this DPA or Data Protection Laws. Reasonable notice shall be given to Processor prior to such audit or inspection.

13. Cross Border Data transfer

13.1 Processor shall not transfer T&T Personal Data outside of the EU/UK or allow access to such data from outside of the EU/UK. If Processor envisages to transfer T&T Personal Data outside of the EU/UK or to allow access to T&T Personal Data from outside of the EU/UK, Processor shall seek T&T prior written consent at least thirty (30) days prior to the transfer taking place.

13.2 If T&T Personal Data is transferred to or accessed from outside of the EU/UK and provided that T&T consent has been granted as per Section 13.1, the Parties shall enter into a full Data Processing Agreement containing appropriate safeguards for transferring Personal Data to third-countries, as per Chapter V of the EU/UK GDPR.

14. General Terms

14.1 Governing Law: the Governing Law shall be the Governing Law of the Principal Agreement.

14.2 Changes to this DPA: T&T may need to update this DPA from time to time to reflect or comply with applicable laws. Such update shall be effective on the Last Updated date. T&T shall use commercially reasonable efforts to provide at least thirty (30) days' prior notice to Processor of any material updates to this DPA. By Processing Personal Data under the Agreement, Processor agrees to review and comply with the latest version of this DPA.

14.3 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

Annex 1: Detail of Processing of T&T Personal Data

A. Parties

	T&T:	Processor:
Address:	As per the Principal Agreement signed between the Parties	As per the Principal Agreement signed between the Parties
Contact person's name, position and contact details:	As per the Principal Agreement signed between the Parties	As per the Principal Agreement signed between the Parties
Activities relevant to the data transferred under this DPA	As per the Principal Agreement signed between the Parties	As per the Principal Agreement signed between the Parties
Signature and date:	As per the Principal Agreement signed between the Parties	As per the Principal Agreement signed between the Parties
Role (controller/processor):	Controller when Processing T&T Personal Data for its own purposes. Processor when Processing Client Data for the purpose of providing services to Client	Processor when T&T acts as a Data Controller. Sub-Processor when T&T acts as a Processor

B. Description of processing

Categories of data subjects whose personal data is transferred	T&T employees and Client employees when T&T act as a Processor regarding Client's data
Categories of personal data transferred	Full name, work contact details (email address, phone number, office location), position
Sensitive data transferred (if applicable)	N/A
The frequency of the transfer (e.g. one-off or continuous basis)	On a continuous basis
Nature of the processing	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Purpose(s) of the data transfer and further processing	For providing services to T&T, as per the Principal Agreement signed between T&T and Processor
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	For the duration of the Principal Agreement signed between T&T and Processor
For transfers to (sub-) processors: subject matter, nature and duration of the processing	For providing services to T&T, as per the Principal Agreement signed between T&T and Processor

C. Competent Supervisory Authority

The competent data protection authority is the authority of the country in which the T&T entity entering into the Principal Agreement with Processor is located.