



THOMSON REUTERS

Corporate Sponsored Nominee Terms and Conditions

Where these terms and conditions for the CSN have been received in a country where the provision of this CSN would be contrary to local laws or regulations, these terms and conditions should be treated as being for information purposes only. If you are in any doubt regarding your local laws or regulations, please contact Computershare via the details listed in section 10.

Please read these terms and conditions carefully. They explain the relationship between you and Computershare with respect to the Depository Interests. On Depository Interests being issued by the Depository or Depository Interests being transferred to the CSN, these terms and conditions will constitute a legally binding agreement between you and Computershare. If there is anything in them which you do not understand, please contact Computershare or seek professional advice. Our contact details are listed in clause 10. Computershare does not provide any taxation or legal advice. If you do need advice on holding your Depository Interests in the CSN or your tax liability then you should seek professional advice. These terms and conditions do not constitute a recommendation to buy, sell, transfer or hold Depository Interests representing Thomson Reuters Corporation common shares. The decision to buy or sell Depository Interests representing Thomson Reuters Corporation common shares will be solely your responsibility. Share prices may go down as well as up and, as such, are a risk investment which may result in you not receiving back the full amount invested.

These terms and conditions are dated 8 July 2009 and they can change from time to time on providing you with prior written notice in accordance with these terms and conditions. You can obtain an up-to-date version by contacting Computershare via the details listed in clause 10.

1. Definitions

The following words and phrases used in these terms and conditions have the meanings set out below:

"Thomson Reuters Corporation" means Thomson Reuters Corporation, a corporation existing under the laws of the Province of Ontario, Canada, whose registered office is at Suite 2706, Toronto Dominion Bank Tower, Toronto-Dominion Centre, Toronto, Ontario M5K 1A1, Canada;

"Thomson Reuters Corporation Nominee Share Dealing Facility" means the facility provided by Computershare for the purchase and sale of Depository Interests representing Thomson Reuters Corporation common shares;

"Business Day" means any day (excluding Saturday) on which banks in the United Kingdom are generally open for non-automated business;

"Company" means Thomson Reuters Corporation;

"Computershare/us/we" means Computershare Investor Services PLC;

"Computershare Nominee" means such wholly-owned subsidiary of Computershare as Computershare may nominate from time to time to provide the CSN, which shall be a member of the CREST System, and whose business shall consist solely of acting as a nominee; this company shall initially be Computershare Company Nominees Limited;

"Corporate Body" is as defined in 417(1) of FSMA for the United Kingdom and any corporate body constituted under the law of a country or territory outside the United Kingdom;

"CREST System" is the computer-based system operated by Euroclear UK for the transfer of uncertificated securities;

"CSN" is the service provided by Computershare on behalf of Thomson Reuters Corporation whereby the Computershare Nominee holds Depository Interests as nominee in accordance with these terms and conditions;

"Depository Interest" or (DI) is an instrument representing Thomson Reuters Corporation common shares that enables Thomson Reuters Corporation common shares to be held and settled electronically within CREST. References to "your Depository Interests" are to Depository Interests originally issued to the Computershare Nominee on your behalf and to any other Depository Interests which are transferred or issued to the Computershare Nominee for your account;

"Euroclear UK" is Euroclear UK & Ireland Limited, the operator of the CREST System;



“**FSMA**” is the UK Financial Services and Markets Act 2000;

“**FSA**” is the Financial Services Authority;

“**FSA Rules**” means the rules of the FSA;

“**FSCS**” is the UK Financial Services Compensation Scheme;

“**Retail Client**” means someone who is not a financial services professional. Retail Clients are offered the full protection of the FSA Rules;

“**Sponsor**” the CREST user nominated by the Computershare Nominee who is therefore able to send and receive CREST messages on behalf of the Computershare Nominee;

“**SRN**” means Security Holder Reference Number; and

“**Stamp Duty**” means stamp duty or stamp duty reserve tax, as applicable.

Words importing one gender shall (where appropriate) include the other gender and words importing the singular shall (where appropriate) include the plural and vice versa.

References to any statute or statutory provisions shall, unless the context otherwise requires, be construed as references to such statute or statutory provisions (including all instruments, orders or regulations made under it or deriving from it) as in force from time to time.

Any provision that says we will do something means that we will arrange for the Computershare Nominee to do so, unless the context means otherwise.

2. Nominee arrangements and transfer of Depository Interests

The Computershare Nominee will hold your Depository Interests in uncertificated form on your behalf as bare trustee and as your nominee subject to any applicable provisions of Thomson Reuters Corporation Articles of Incorporation and any other document which governs the terms on which the Depository Interests are issued. Thomson Reuters Corporation may from time to time procure the issue of Depository Interests to the Computershare Nominee and direct that such Depository Interests be held for you under the CSN and you authorise the Computershare Nominee to accept such Depository Interests on this basis. Neither the Computershare Nominee nor Computershare will have or claim any interest in your Depository Interests except as provided in clauses 11 and 14 or as provided in any separate agreement or arrangement which you have with Computershare. You warrant to Computershare and the Computershare Nominee that your Depository Interests are and will remain free of all liens, charges and encumbrances. You undertake to Computershare and the Computershare Nominee that you will not pledge or charge your Depository Interests to a third party, or in any other way seek to give another person rights in or over your Depository Interests. Computershare will maintain the register of persons for whom the Computershare Nominee holds Depository Interests. You agree to provide Computershare promptly with any information which Thomson Reuters Corporation would be entitled to require from you if you were the registered holder of your Depository Interests including information required to satisfy nationality declaration requirements or relating to ownership of the Depository Interests. Other than dividend currency elections and elections in relation to the dividend reinvestment plan, instructions given by you to the registrar for Thomson Reuters PLC in respect of your Thomson Reuters PLC will be applied in respect of your Depository Interests unless you instruct Computershare in writing otherwise. If you have previously held Thomson Reuters Corporation common shares, any instructions given by you to the registrar for Thomson Reuters Corporation will not be applied in respect of your Depository Interests unless you instruct Computershare in writing otherwise. You can also instruct Computershare to arrange for the Computershare Nominee to hold your Depository Interests for another person or persons (including, for the avoidance of doubt, the addition of persons as joint holders). Computershare will only do this if it receives the relevant form confirming that such a transfer is by way of gift. There is no charge for such a transfer. No other transfers (except as provided in this clause 2 and clause 7 below) other than by way of sale through the Thomson Reuters Corporation Nominee Share Dealing Facility will be permitted.

If you wish to transfer your Depository Interests (or any of them) otherwise than by way of gift, without selling them through the Thomson Reuters Corporation Nominee Share Dealing Facility, you must first transfer the relevant Depository Interests out of the CSN. Depository Interests transferred out of the CSN (and not immediately cancelled) can only be transferred into a CREST participant account specified by you.

If you wish to transfer the Thomson Reuters Corporation common shares underlying your Depository Interests (or any of them), you must (i) first transfer the Depository Interests representing such shares out of the CSN; and (ii) instruct Computershare to immediately cancel such Depository Interests and transfer the Thomson Reuters Corporation common shares which they represent as directed by you. Thomson Reuters Corporation common shares underlying Depository Interests so transferred may be transferred either: (a) to a CDS Clearing and Depository Services Inc. participant (e.g. a Canadian custodian bank) specified by you; or (b) directly into your name on the Thomson Reuters Corporation shareholder register, as you direct. If you instruct the Computershare Nominee to withdraw Thomson Reuters Corporation common shares underlying your Depository Interests into your own name on the Thomson Reuters Corporation shareholder register, Thomson Reuters Corporation common shares will be issued to you either: (I) through the direct registration system; or (II) by issue to you of share certificates, as you direct. You should not deal through another service in Thomson Reuters Corporation common shares underlying Depository Interests so transferred before you have either been notified that Thomson Reuters Corporation common shares have been issued to you through the direct registration system, or you have received your share certificates.

Computershare will arrange such transfers out of the CSN of Depository Interests (and, if applicable, their cancellation and the transfer of the Thomson Reuters Corporation common shares which they represent) for you if you complete the relevant form and send this to Computershare. Additional copies of the relevant form can be obtained from Computershare. A fee, currently £25, will be charged for transferring Depository Interests out of the CSN (and, if applicable, cancelling them and transferring the Thomson Reuters Corporation common shares which they represent as directed by you), save that Thomson Reuters Corporation has agreed that the Thomson Reuters group will pay such fees for a three month period following the date on which the Scheme (as defined in Thomson Reuters management information circular dated 8 July 2009) becomes effective – see clause 9 below.

If all of your Depository Interests or all of the Thomson Reuters Corporation common shares underlying your Depository Interests are transferred out of the CSN, you leave the CSN.

Computershare will not accept transfers into the Computershare Nominee (except for existing participants in the CSN under the Thomson Reuters Corporation Nominee Share Dealing Facility) unless there is no change of beneficial owner and any Stamp Duty has been paid.

Computershare reserves the right not to accept any transfer instruction which is not given on the relevant form, or which is given on any form that has not been properly completed. Such forms or instructions, if not accepted, will be returned to you. You may not cancel or amend any transfer instructions once they have been sent to Computershare.

Computershare will only act on instructions in writing which contain your Security holder Reference Number (“SRN”). This number is shown on the statements of your holdings sent to you by Computershare. You must keep your SRN safe because if another person obtains the number it may facilitate a fraud. If you lose or fail to quote your SRN this may result in a delay in giving effect to an instruction from you. Upon request, instructions to transfer are acknowledged by an amended statement of holding. Other instructions are acknowledged by Computershare acting on them but are not otherwise acknowledged.

All notifications to Computershare concerning your Depository Interests (for example any change of address, or instruction as to receipt of dividend payments) should quote your SRN.

3. Company meetings and communications

Computershare will give you the option of choosing whether or not you would like to receive information about annual meetings of shareholders of Thomson Reuters Corporation together with a form which you can use either (a) to give the Computershare Nominee your voting instructions to vote by proxy on a poll (the Computershare Nominee will not be able to vote on your behalf on a show of hands) or (b) if you wish to attend, speak and vote in person at a shareholders' meeting, to appoint you as the proxy of the Computershare Nominee in respect of your Depository Interests (so long as this is permitted by Thomson Reuters Corporation's Articles of Incorporation or applicable law). In order for the Computershare Nominee to be able to vote in accordance with your instructions on a poll or, if you wish to attend, speak and vote in person at a shareholders' meeting, to appoint you as its proxy in respect of your Depository Interests (so long as this is permitted by Thomson Reuters Corporation's Articles of Incorporation or applicable law), Computershare must have received the relevant instructions from you on a correctly completed form before the deadline notified to you.

Computershare will give you the option of choosing whether or not you would like to receive (i) a copy of the annual report of Thomson Reuters Corporation; and/or (ii) copies of any interim reports sent by Thomson Reuters Corporation to its shareholders. Regardless of whether you continue to receive the documents referred to in this clause 3 and in clause 5 below, you will continue to be sent all other documents which are issued by Thomson Reuters Corporation and sent to shareholders generally, at or around the same time as registered shareholders. If you have held Thomson Reuters Corporation common shares and subsequently hold Depository Interests through the CSN, such documents will not be sent in accordance with any instructions given by you to the registrar for Thomson Reuters Corporation until Computershare has been otherwise notified in writing. You may change your mind at any time about whether or not you wish to receive the information referred to in this clause 3 and in clause 5 below. Please notify us if you do.

4. Entitlements attaching to Depository Interests and corporate actions

Computershare will act in accordance with reasonable written instructions given by you concerning the exercise of any rights attached to or arising from your Depository Interests (e.g. if there is a rights issue or a takeover concerning Thomson Reuters Corporation), provided that you give the instructions in accordance with these terms and conditions and any other conditions notified to you at the relevant time. Computershare reserves the right not to act on any instructions where Computershare has to make a payment unless it receives the payment from you by such date as may be specified by Computershare at the relevant time. In the case of a rights issue and in the absence of instruction from or payment by you, Computershare will allow your nil paid rights to lapse at the end of the offer period.

If any other rights or entitlements arise in connection with your Depository Interests, Computershare will take all reasonable steps so that, as nearly as possible, you are treated in the same way as you would have been as a registered holder.

Where the Computershare Nominee holds Depository Interests for a number of investors and Depository Interests or other rights are allocated to the Computershare Nominee in respect of those Depository Interests it will allocate them between all such investors pro rata to the number of Depository Interests it holds for them. Any fractions of Depository Interests which arise as a result of the Computershare Nominee holding Depository Interests for a number of investors (for example through a bonus issue) will be aggregated and sold and the proceeds retained by Computershare for its own benefit.

If Thomson Reuters Corporation offers the option of a scrip dividend or a dividend reinvestment plan and Computershare does not receive any instructions from you by the specified time, Computershare will arrange for Thomson Reuters Corporation to pay you a cash dividend.

If you elect to receive a scrip dividend or to participate in a dividend reinvestment plan offered by Thomson Reuters Corporation, the Depository Interests will be issued to the Computershare Nominee to hold on your behalf in accordance with these terms and conditions.

If you elect to receive a scrip dividend or to participate in a dividend reinvestment plan offered by Thomson Reuters Corporation and a cash balance is also paid, the balance will be retained in a non-interest bearing account with Computershare and carried forward and included in the calculation for your next scrip dividend or dividend reinvestment plan allocation. If you cancel your mandate, cease to be a holder of Depository Interests or in the event of the death of a sole holder, any cash residue will be paid to you or added to the amounts of your next cash dividend, as appropriate. Any residuals for £3.00 or below will be retained by Computershare and will be donated to charity.

Computershare will distribute to you the amount of any cash dividend attributable to your Depository Interests by cheque (where possible) or via direct deposit into your nominated bank or building society account should Thomson Reuters Corporation offer this option at or about the same time as dividend cheques to other shareholders of Thomson Reuters Corporation are distributed and direct deposit made. Your money, including cash sums in respect of which cheques have been drawn in your favour, will be held in a non-interest bearing account in the name of Computershare Investor Services PLC. No trust is created in respect of monies held in this account. Any cash sums in respect of which cheques are drawn in your favour or of which direct deposits are made in accordance with your instructions and which are unclaimed after six years will be forfeited by you and will revert to Thomson Reuters Corporation.

5. Statements

Computershare will provide you with a statement of the number of Depository Interests held for you under the CSN at the time when an account is first opened for you. Computershare will also send you a statement at least twice a year of the number of Depository Interests being held for you under the CSN. When you sell or purchase more Depository Interests, you will also receive an advice note which will confirm the number of Depository Interests you hold. These statements are provided free but you will be charged a fee (currently £15) if you request a duplicate or additional statement.

You are required to check any statement which you receive from Computershare and if you have any query or concern in relation to the matters disclosed by the statement you should contact Computershare as soon as possible following receipt of the statement by you.

Computershare reserves the right to correct any erroneous debit or credit to the records maintained in respect of the CSN relating to your Depository Interests and will notify you (where relevant) of any correction which it makes.

6. CREST

The Computershare Nominee is a member of the CREST System. If you give instructions to Computershare, which means that a message must be sent through the CREST System (for example where you instruct Computershare to transfer your Depository Interests from the Computershare Nominee), then Computershare will pass that instruction to the Sponsor who is responsible for receiving and transmitting the instructions through the CREST System. Computershare will take reasonable care to ensure that the Sponsor acts on instructions given to it by Computershare. Neither Computershare nor the Computershare Nominee accepts any responsibility for the operation of the CREST System and accordingly cannot be responsible to you for any delays or liabilities suffered by you as a result of the operation, failure or suspension of the CREST System, the insolvency or other default of Euroclear UK or of any participant in the CREST System or any other clearing system used as an alternative or successor to CREST or the failure by any CREST settlement bank to make, receive, credit or debit any payment. Euroclear UK has certain powers to suspend and terminate the Sponsor and, if such powers are exercised, then there may be a delay in giving effect to any instructions given by you. Neither Computershare nor the Computershare Nominee accepts any responsibility for any delays, liabilities or costs which you suffer as a result of the suspension or termination of the Sponsor by Euroclear UK as a CREST Sponsor except where such suspension or termination has been caused by negligence, wilful default or fraud on the part of Computershare or the Computershare Nominee.

If you instruct Computershare to transfer any of your Depositary Interests you will indemnify Computershare and the Computershare Nominee against any liabilities or costs which they may incur if, for any reason connected with you, the transfer cannot be completed. You undertake to notify Computershare if you have any reason to believe that any person may be seeking to try to prevent you from transferring your Depositary Interests.

7. Purchases and sales of Depositary Interests

If you wish to buy more Depositary Interests to be held in the CSN, you can only do so by using the Thomson Reuters Corporation Nominee Share Dealing Facility (subject to its terms and conditions which are currently available at the following web address: <https://www-uk.computershare.com/investor/sharedealing.asp>) or by acquiring the Depositary Interests in your own name and then transferring them to the Computershare Nominee. All Depositary Interests purchased by you through the Thomson Reuters Corporation Nominee Share Dealing Facility will be registered in the name of the Computershare Nominee and credited to the CSN in your name.

If you instruct Computershare to sell some of your Depositary Interests, you may only sell those Depositary Interests through the Thomson Reuters Corporation Nominee Share Dealing Facility (on its terms and conditions). If you wish to use another dealing service to sell your Depositary Interests (or the Thomson Reuters Corporation common shares which they represent) you will need to transfer your Depositary Interests out of the CSN (and, if applicable, instruct Computershare to cancel such Depositary Interests and transfer the Thomson Reuters Corporation common shares which they represent as directed by you) as set out in clause 2 of these terms and conditions. You should not deal in Thomson Reuters Corporation common shares underlying Depositary Interests so transferred through another service before you have either been notified that Thomson Reuters Corporation common shares have been issued to you through the direct registration system, or you have received your share certificates unless you have made specific arrangements with that service that you may do so. You will receive an advice note when you sell some or all of your Depositary Interests through the Thomson Reuters Corporation Nominee Share Dealing Facility.

8. Liability

Computershare will take reasonable care in operating the CSN, and will be responsible to you for any losses or expenses (including loss of Depositary Interests) suffered or incurred by you as a direct result of Computershare's negligence, wilful default or fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) or the negligent or fraudulent acts or omissions or wilful default of the Computershare Nominee but not otherwise.

The Computershare Nominee will maintain your Depositary Interests in accordance with the terms and conditions of the service and the FSA Rules, and you will remain as the beneficial owner. If the Computershare Nominee became insolvent your Depositary Interests would be protected.

If Computershare cannot provide its services due to circumstances beyond its reasonable control (for example because of a failure of its or another person's computer systems or telecommunications links or industrial disputes or postal delays) Computershare will, where relevant, take such reasonable steps as it can to bring those circumstances to an end.

Neither Computershare nor the Computershare Nominee shall be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision of the CSN or the Thomson Reuters Corporation Nominee Share Dealing Facility caused by such circumstances. Neither Computershare nor the Computershare Nominee accepts liability for any indirect or consequential loss suffered by you.

Neither Computershare nor the Computershare Nominee is responsible for any acts or omissions of Thomson Reuters Corporation.

Computershare will take reasonable care in its selection and continued use of the Sponsor, if any, but does not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the Sponsor (where the Sponsor is not a member of the same group of companies as Computershare).

Nothing in these terms and conditions restricts any rights you may have under the FSA Rules or under the FSMA.

9. Termination

If you no longer wish to hold your Depositary Interests through the CSN you may give Computershare notice to terminate at any time in writing. Thomson Reuters Corporation has agreed that any transfers of Depositary Interests out of the CSN (and, if applicable, their cancellation and the transfer of the Thomson Reuters Corporation common shares which they represent) for a period of three months from the date on which the Scheme (as defined in Thomson Reuters management information circular dated 8 July 2009) becomes effective will be paid by the Thomson Reuters group (following which you will be required to pay the charge set out in clause 2 above and any stamp duty associated with the removal of your Depositary Interests from the CSN and/or the transfer of the Thomson Reuters Corporation common shares represented by your Depositary Interests, but will not be required to make any additional payment in respect of the termination). (No administrative charge will be payable if your participation in the CSN terminates by reason of your entire holding of Depositary Interests being sold through the Thomson Reuters Corporation Nominee Share Dealing Facility or being transferred by you by way of gift pursuant to clause 2 above or if Computershare gives you notice to cease using the CSN under this clause 9.) Separate charges will apply, however, for the Thomson Reuters Corporation Nominee Share Dealing Facility. You may give notice of termination on the standard form sent to you by Computershare or you may write to Computershare. You need to give the details of the full name and SRN of the account which you wish to terminate. Any instruction to terminate an account in the name of joint holders must be signed by all joint holders.

Computershare may require you to cease using the CSN at any time by giving five days written notice to you or without notice if, in the opinion of Computershare, you are in material breach of these terms and conditions or the Computershare Nominee is unable to comply with any obligation to which it may be subject which relates to your Depositary Interests under Thomson Reuters Corporation's Articles of Incorporation or applicable law for the time being, having used all reasonable endeavours so to comply. In such event, Computershare will transfer your Depositary Interests out of the CSN, cancel them and transfer the Thomson Reuters Corporation common shares to which they relate into your name on Thomson Reuters Corporation's register of shareholders through the direct registration system. For the avoidance of doubt, in such circumstances Computershare will not charge a fee if such a notice is served.

If the agreement between Computershare and Thomson Reuters Corporation for the provision by Computershare of the CSN terminates or if you or Computershare give notice of termination to the other under these terms and conditions or termination for any other reason

Computershare will procure the transfer of the Thomson Reuters Corporation common shares to which your Depositary Interests to you at your risk and will request Thomson Reuters Corporation to issue you with such shares through the direct registration system as soon as practicable.

Termination will not cancel or amend any instructions which have already been sent by you to Computershare. If the Computershare Nominee ceases to hold Depositary Interests for you, you will need to enter into a new agreement if at a later date you acquire more Thomson Reuters Corporation common shares, or Depositary Interests representing Thomson Reuters Corporation common shares which you wish to transfer to the Computershare Nominee. Termination shall not affect any rights or obligations arising prior to or continuing during or after the date of termination or which arise in consequence of it or which relate to Computershare's provision of the CSN to you and all such rights and obligations shall continue to be subject to the terms and conditions prevailing at the time of termination.

Whenever Depositary Interests are cancelled and Thomson Reuters Corporation common shares transferred to you in your name any mandates or other instructions given by you relating to your Depositary Interests will not be applied, so far as relevant, to your registered holding of Thomson Reuters Corporation common shares.

10. Notices, change of investor details

All notices and other communications sent by you to Computershare must be sent to Computershare, Investor Services PLC, PO Box 1913, The Pavilions, Bridgwater Road, Bristol BS99 2PR, United Kingdom, and include the full name and SRN of your account with the Computershare Nominee. This information will be provided to you on the statements of holdings sent to you by Computershare. Notices and other communications sent to you by Computershare will be sent to your address shown on the register maintained by Computershare for the Computershare Nominee. Notices sent by Computershare will be treated as received by you two Business Days after the date on which they are posted or three days after the date on which they are posted for addresses outside of the United Kingdom, Republic of Ireland, Isle of Man and the Channel Islands. Any documents or cheques sent to you by Computershare and any documents or cheques sent by you to Computershare will be sent at your risk and neither Computershare nor the Computershare Nominee accepts any liability prior to receipt of any document or cheque from you or, where relevant, after dispatch of any document or cheque to you.

You should notify Computershare of changes of address and changes of name (supported by appropriate documents, e.g. deed poll, certified copies of marriage certificate) as soon as possible. On death, your executors should contact Computershare for advice on the procedures to be followed.

Computershare's obligations and your obligations under these terms and conditions shall be binding on Computershare and your successors, executors, administrators and other legal representatives.

Where a person who is authorised to act on your behalf in relation to your Depositary Interests and who has given such proof of his authority to so act as Computershare may reasonably require gives any notice or takes any other action on your behalf, Computershare shall be entitled to rely on such notice or other action in all respects as if given by you in person.

Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you only in English during the duration of these terms and conditions.

11. General

Computershare may with the consent of Thomson Reuters Corporation amend these terms and conditions from time to time. For example, we may amend these terms and conditions to comply with changes to applicable laws and regulations, to correct errors, inaccuracies or ambiguities and/or to reflect changes to this service. All such amendments will be notified to you if they are material. Unless it is impracticable for us to do so, you will be given at least 30 days notice of any amendment which could materially affect your rights against Computershare or liability to Computershare.

The only charges for the CSN are the charges for (except as described in clause 9 above) transfers of Depositary Interests out of the CSN (and, if applicable, their cancellation and the transfer of the Thomson Reuters Corporation common shares which they represent) and charges for the supply of duplicate statements, duplicate tax vouchers and issuing duplicate dividend payments. Computershare will give you at least one month's notice of any other proposed charge for the CSN. This service is a Company sponsored scheme which means that we charge the Thomson Reuters group a fee representative to the costs of operating it. This arrangement means that participants are not charged an annual fee. In accordance with our regulatory obligations, if you would like more detail on this arrangement please write to us at the address below. Up to date copies of the terms and conditions and current charges can be obtained by telephoning Computershare on <+1-800-564-6253 or +44 (0) 870 707 1804>.

You can obtain additional forms by writing to the Thomson Reuters Corporation Nominee Account, Computershare, Investor Services PLC, PO Box 1913, The Pavilions, Bridgwater Road, Bristol BS99 2PR, United Kingdom. All fees, commissions and other charges payable to Computershare by you are exclusive of VAT. Where relevant, you must also pay any VAT due on such sums.

Computershare reserves the right, subject to giving two Business Days' prior written notice to you, to sell any of your Depositary Interests or connected rights and to keep the proceeds of sale to the extent that they cover any amount which you may at any time owe Computershare in respect of transactions or services governed by these terms and conditions. You authorise Computershare to execute any relevant stock transfer form or other relevant document or give any instruction necessary to give effect to any such sale. By appointing Computershare to provide services under these terms and conditions, you acknowledge and declare that your Depositary Interests and your rights and interests in or in relation to your Depositary Interests shall stand charged to Computershare as security accordingly. You agree to indemnify Computershare against any losses and expenses it incurs as a result of your failure to put Computershare in funds in relation to a matter instructed by you or otherwise as a result of a breach by you of these terms and conditions and against any taxes suffered by Computershare attributable to your use of the CSN. Computershare reserves the right to charge interest at an annual rate equal to 2 per cent above the base rate from time to time of the Royal Bank of Scotland on any amount due to it from you. If you owe Computershare money it reserves the right not to act on instructions from you and to retain any documents it holds for you until you have paid Computershare in full.

Where Computershare owes you money and you owe money to Computershare under the CSN, Computershare may set off the amounts due from and to Computershare and send you only the net amount (if any). Fractions of a penny arising in respect of money due to you are rounded down and retained by Computershare for its own benefit.

No conduct or delay on the part of Computershare shall be taken as a waiver or variation of any rights which Computershare has unless Computershare waives or varies a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights Computershare might have in respect of any other matter.

You authorise Computershare to provide information concerning you, your Depositary Interests and any instructions given by you in relation to your Depositary Interests:

- to Euroclear UK insofar as the information is of a kind which Euroclear UK is entitled to require Computershare or the Computershare Nominee to provide and Computershare and the Computershare Nominee will be required to authorise Euroclear UK to disclose such information to regulatory, governmental or taxing authorities;
- to any person pursuant to any statutory provision or to the extent that such person has legal or regulatory powers over Computershare or the Computershare Nominee and can, as a result, require Computershare or the Computershare Nominee to provide such information; and
- to Thomson Reuters Corporation (or any other person carrying out functions in relation to the Thomson Reuters Corporation Nominee Account) in order to facilitate the provision of the Thomson Reuters Corporation Nominee Account.

You agree that Thomson Reuters Corporation, Computershare and the Sponsor may disclose to each other or to any other person carrying out functions in relation to the CSN, information relating to you provided it is required for the purposes of the provision or improvement of the CSN.

We and our agents (including any broker) may effect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to persons using this service. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations. Full details are available upon a written request to Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL, United Kingdom.

Computershare reserves the right to delay taking any action on any particular instructions from you if it considers that it needs to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on Computershare (including the obtaining of evidence of identity to comply with the Money Laundering Regulations) or to investigate any concerns it may have about the validity of, or any other matter relating to the instruction.

Computershare does not recognise, in maintaining records for the Computershare Nominee, any trust and neither Computershare nor the Computershare Nominee will take notice of any trust whether express, implied or constructive.

Neither Computershare nor the Computershare Nominee will lend your Depositary Interests to any third party or borrow money using them as security.

If Computershare has sent documents to your address on three separate occasions and they have been returned and, after making reasonable enquiries, Computershare cannot find your current address, it will not send any more documentation to you until you provide Computershare with your address.

If two dividend payments in respect of your Depositary Interests have been returned on consecutive occasions to Computershare or otherwise not cashed and, after making reasonable enquiries, Computershare cannot find your current address, it will cease to send you dividend payments. However, (subject to clause 14) the dividends in respect of your Depositary Interests will accrue in a non-interest bearing account in the name of Computershare.

If:

- (i) on or after a 6 year period during which at least three dividend payments in respect of your Depositary Interests have been made and returned to Computershare or otherwise not cashed; and
- (ii) Computershare announces it intends to sell your Depositary Interests by placing an advertisement in a leading national newspaper in the UK and at least one newspaper appearing in the area of your address shown on the register maintained by Computershare for the Computershare Nominee; and
- (iii) during this 6 year period and for three months after the last of the advertisements appears, Computershare has not heard from you or any person who is automatically entitled to your Depositary Interests by law,

then Computershare can sell your Depositary Interests at the best price that we can reasonably obtain.

The net proceeds of the sale of your Depositary Interests will be paid to the Company and, upon receipt of such proceeds, the Company will become indebted to you, or any persons who was automatically entitled to your Depositary Interests or the Thomson Reuters Corporation common shares which they represent by law, for the amount of such net proceeds subject to the constitution of the Company. The money received from the sale of Depositary Interests will not be held on trust and no interest will be payable.

When Computershare (or its agents or delegates) arranges for the purchase or sale of Depositary Interests for you it or they could be:

- (i) acting for an associated company which is dealing as principal for its own account by selling Depositary Interests to you or buying Depositary Interests from you; or
- (ii) buying Depositary Interests where an associated company is involved in a new issue, rights issue, takeover or similar transaction concerning the Depositary Interests; or
- (iii) otherwise in a position where it has a material interest in the transaction.

Computershare may employ agents and delegates on such terms as it thinks fit to carry out any part of its obligations or discretions in connection with the CSN and save as expressly provided in these terms and conditions, Computershare shall be liable for the acts and omissions of such agents and delegates on the same basis as if they were the acts or omissions of Computershare. Details of such delegation, in so far as it is in respect of regulated investment activities, and of the charges levied by such delegates against Computershare are available on request by writing to Computershare Investor Services PLC, PO Box 1913, The Pavilions, Bridgwater Road, Bristol BS99 2PR, United Kingdom. Your Depositary Interests will not be identifiable by separate certificates or other physical documents of title. Should Computershare default in any way, any shortfall in Depositary Interests registered in the name of the Computershare Nominee may be shared pro rata between you and other persons on whose behalf the Computershare Nominee holds Depositary Interests.

Computershare may at any time transfer all or any of its rights and obligations under this agreement to any person (the "Transferee") who is in the reasonable opinion of Computershare able to perform the obligations of Computershare under these terms and conditions. The transfer will be given effect by Computershare and the Transferee sending a transfer notice to you specifying the date (the "Transfer Date") on and from which the Transferee will assume Computershare's rights and obligations under these terms and conditions. Any changes to the terms and conditions which will be necessary because of the transfer, for example changes of address and banking details, will be set out in the transfer notice. At least 30 days notice of the transfer will be given. If you choose to leave the CSN within the 30 day period then no charge will be payable by you. The transfer will not affect any rights you may have against Computershare which relate to the period before the Transfer Date. With effect from the Transfer Date:

- the agreement formed by these terms and conditions (as amended from time to time) shall be treated for all purposes as having been transferred to and as if entered into between you and the Transferee in place of Computershare;
- Computershare shall be released and discharged from all of its obligations and liabilities under these terms and conditions;
- references to Computershare shall be read as references to the Transferee;
- the Computershare Nominee will be such company as is notified to you in the transfer notice, which company shall be a member of the CREST System and its business shall consist solely of acting as nominee.

For the purposes of offering this service, you will be categorised as a Retail Client.

In the provision of this service we are not required to assess the suitability of the investment or the service provided. You will not benefit from the protection of the rules on assessing suitability.

We reserve the right to change these terms and conditions from time to time provided that, if you would be materially prejudiced by such change, we will give you 30 Business Days notice.

These terms and conditions are governed by and shall be construed in accordance with the laws of England and Wales.

Computershare Investor Services PLC has applied the same laws in its marketing of, and arrangements for you to enter into, this Service.

We may choose to withdraw this Service due to developments in legislation by giving notice to you in a reasonable period after Computershare have been made aware that the Service is no longer available.

The parties to this agreement are you and us (the 'parties'). The parties do not intend that any of its terms will be enforceable by virtue of the contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

12. Joint holders

For each holding the Computershare Nominee will not hold Depository Interests for more than four joint holders. Where the Depository Interests held by the Computershare Nominee for you are held for more than one person, references to "you" in these terms and conditions are to each of the joint holders separately as well as jointly and severally. Each such person agrees that:

- all obligations, undertakings and agreements on the part of Computershare and the Computershare Nominee are given to the joint holders taken together and not separately to each of them; and
- all obligations, undertakings, agreements and liabilities arising under or pursuant to these terms and conditions shall constitute joint and several obligations of each joint holder to Computershare (and, where relevant, the Computershare Nominee).

Computershare will only accept transfer instructions given by or on behalf of all of the joint holders. Computershare reserves the right to accept other instructions signed by one or more joint holders. In such a case the person(s) giving the instructions warrant(s) to Computershare that he or they have the necessary authority to give such instructions on behalf of all joint holders.

All notices, other documents and payments sent by Computershare pursuant to these terms and conditions will be sent to the first named holder on the nominee register and in any case will be treated as sent to all of the other joint holders. It is the responsibility of the holder who receives the notices, documents and payments to notify and account to the other joint holders. Only the first named holder may be nominated as proxy to attend, speak and vote at general meetings of Thomson Reuters Corporation. The decision to buy or sell Depository Interests will be solely your responsibility. Prices of securities (such as the Depository Interests and the Thomson Reuters Corporation common shares which they represent) may go down as well as up and, as such, are a risk investment which may result in you not receiving back the full amount invested. The price of Depository Interests (and the Thomson Reuters Corporation common shares which they represent) may fluctuate while your instruction is in the post and in the period between its receipt by Computershare and its execution.

13. Complaints

We have a procedure to help us resolve all complaints from our customers effectively. If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure please write to us at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Details of which are available on request.

Computershare Investor Services PLC is covered by the FSCS and you may be entitled to compensation if Computershare Investor Services PLC cannot meet its obligations. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000 per claim. Further details of this scheme are available on request.

14. Client Money

All client money we hold on your behalf as a consequence of administering this Service is maintained in a designated client money account at a UK approved bank. This means your money is segregated and protected in accordance with the requirements of the FSA Rules. If we or the bank become insolvent your money would be protected in accordance with the prevailing terms of the FSCS. We will not pay interest on monies held in this account.

Acquisition costs, statutory fees and any other costs associated with executing deals shall be borne by you and where appropriate may be paid by deduction from your credit balance.

15. Data Protection Act

You authorise us to provide information concerning you, your Depository Interests and any instructions given by you in relation to your Depository Interests to carefully selected third parties in order to facilitate provision of the Thomson Reuters Corporation Nominee Account. Your details will only be disclosed in accordance with the Principles set out in the Data Protection Act 1998:

- to any person if that person has legal or regulatory powers over us or Computershare Nominee;
- to Thomson Reuters Corporation (or any other person carrying out functions in relation to the Thomson Reuters Corporation Nominee Account, including Euroclear UK) in order to facilitate the provision of the Thomson Reuters Corporation Nominee Account; and
- to any person carrying out functions in relation to acting as the registrar of Thomson Reuters Corporation.

We may use our Group companies or other agents in countries outside the European Economic Area provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law.

You have the right upon request to view what information we hold on you. We may charge you a small fee for providing you access to this information.

Thomson Reuters Corporation will have access at all times to the records we hold about you in order to inform you of your rights as a person on whose behalf Depository Interests are held by Nominee, including corporate and other details, and products or services specifically designed for shareholders.

16. Permitted Jurisdictions

The permitted jurisdictions for the CSN are set out below. If you are resident in another territory you will be excluded from participating in the CSN. If you are unsure of your status please call Computershare on < +1-800-564-6253 or +44 (0) 870 707 1804>. The eligible jurisdictions for the CSN are: Argentina, Austria, Belgium, Botswana, Brazil, Bulgaria, Canada, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Guinea, Hong Kong, Hungary, Iceland, Indonesia, Ireland, Isle of Man, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Mexico, Namibia, The Netherlands, Norway, Poland, Paraguay, Peru, Portugal, Slovakia, Slovenia, Spain, Sweden, Taiwan, the United Kingdom and Zimbabwe.

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Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom.
The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.