

Standard Partnership Terms and Conditions

Tide is a business financial platform ("**Tide Platform**") for small and medium-sized enterprises in the United Kingdom. These terms and conditions ("**Standard Partnership Terms**") govern the relationship between Tide and its partners (each a "**Partner**") outlining the terms under which Partners may refer prospective members to enable them to benefit from the features of the Tide Platform and take advantage of the Tide products and services. In the event of any conflict or inconsistency between the terms or definitions set out in these Standard Partnership Terms and those contained in the Engagement Email, the terms and definitions in the Engagement Email shall take precedence.

Tide Platform Limited is incorporated in England & Wales with its registered office at 4th Floor, The Featherstone Building, 66 City Road, London, EC1Y 2AL United Kingdom (company number 09595646). Tide is authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 under firm

- 2.1. At the outset of the Partnership, Tide shall provide the Partner with the following information: (i) overview of the Tide Platform and the relevant Tide products and services; (ii) the identified [Target Market](#) and any expected vulnerabilities within it; (iii) the results of Tide's value for money assessment for the products and services and (iv) [Tide's Branding Guidelines](#) and Partnership Marketing Kit.
- 2.2. Where necessary, Tide shall provide the Partner with approved promotional materials to be used by the Partner when promoting Tide to prospective members. Any materials not provided by Tide shall be approved by Tide in writing prior to their use.
- 2.3. The Partner shall refrain from making any representations, warranties or guarantees to prospective members with respect to the specifications, features or capabilities of the Tide Platform or Tide's products and services that are deceptive, misleading or otherwise inconsistent with the information provided by Tide with respect thereto.
- 2.4. The Partner agrees not to send unsolicited electronic messages to multiple unrelated recipients in promoting the Tide Platform, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under these Standard Partnership Terms.

4. Commission

- 4.1. In consideration of the Partner making Referrals to Tide, Tide shall pay Partner the applicable commission calculated in accordance with clause 4.2 below ("**Commission**") for each Successful Referral as defined under the Engagement Email.
- 4.2. Partner shall be entitled to a Commission for each Successful Referral as defined under the Engagement Email.
- 4.3. On a monthly basis, Tide shall provide to Partner within ten (10) business days of the end of that respective month a commission report setting out the Commission payable to the Partner in respect of the relevant month ("**Report**"). The Partner must notify Tide of any discrepancies within ten (10) business days of receiving the Report. Tide will work promptly and in good faith to resolve any issues. If no discrepancies are raised within this timeframe, the Report will be considered accepted.

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- 4.3. The Partner shall invoice Tide within ten (10) business days of accepting the Report. Tide will pay undisputed invoices within forty-five (45) days of receipt.
- 4.4. All Commission is exclusive of all taxes, levies and other applicable duties. Partner assumes responsibility for the settlement of all taxes, duties, governmental charges, and similar levies imposed on the Commission.
- 4.6. In addition, the parties may agree that Tide shall pay a monetary reward in the amount indicated in the Engagement Email to Referees resulting from Partner's Successful Referrals provided the Referees comply with promotional terms and conditions which shall be agreed upon by Tide and the Partner in advance of any promotion taking place.
- 4.7. Where necessary, Tide reserves the right to set a threshold budget for the Commission payable to Partner for the respective month ("**Monthly Commission Threshold**"), where the following conditions apply:
 - (i) Tide shall notify Partner in writing for such Monthly Commission Threshold, if any, within the first five (5) business days of the respective month for which the Commission Threshold is applicable.
 - (ii) When the Monthly Commission Threshold has been exceeded for the respective month, Tide reserves the right to request Partner to pause any further Promotional Activities until the end of the respective month.
 - (iii) In the event Tide has exercised its right under clause 4.7(ii) above, Tide shall not be obliged to pay any Commission above the Monthly Commission Threshold.

5. Term

- 5.1. This Partnership shall commence on the Start Date and shall continue until terminated in accordance with the terms of this clause 5.
- 5.2. Each party may terminate this Agreement at any time by giving not less than thirty (30) days written notice to the other party. Email shall be deemed an acceptable form of written notice for this purpose.
- 5.3. Each party may terminate the Partnership at any time without prior notice in the event of a material breach of the terms of these Standard Partnership Terms and the Engagement Email by

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5.4. Upon termination, the parties must:

- (i) Return or destroy all tangible property and documents, including those related to their members, clients, referrals, partners, or contacts;
- (ii) Provide all notes, records, and materials prepared in connection with the Partnership, upon request; and
- (iii) Permanently delete or destroy all digital files containing Confidential Information, and provide written confirmation of compliance if requested. This does not apply to data in automatic backups, which are subject to these Terms and applicable confidentiality obligations, or where retention is required by law.

5.5. Once the parties have ceased providing services to each other, the parties or any member of the parties' staff must not hold themselves out as still having any connection with the other party.

6. Intellectual Property

6.1. In these Standard Partnership Terms and Conditions, "**Intellectual Property**" or "**IP**" shall mean patents, utility models, rights to inventions, rights in underwriting and pricing methodology, copyright and neighbouring and related rights including rights in any marketing materials, moral rights, trade marks, logos and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

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- 6.2. Any pre-existing IP shall strictly remain vested at all times in the party that created or developed it, and the other party shall have no rights either expressed or implied in the pre-existing rights of such IP.
- 6.3. The parties acknowledge and agree that any IP generated by either party for the purposes of the Partnership shall vest in the party that created or developed it.
- 6.4. Each party grants the other party a non-exclusive, limited, non-transferrable, revocable, free of charge licence to use its IP solely to the extent necessary to carry out its obligations hereunder in respect of the Partnership.
- 6.5. The Partner shall not (i) hold itself out to be Tide to any third party; and/or (ii) use the Tide marketing materials and branding otherwise than in strict compliance with Tide' written instructions and Tide' prior written consent.
- 6.6. The Partner agrees not to engage in any Paid Search advertising that involves explicitly or targets bidding on Tide's brand-related keywords, trademarks, service marks, trade names, slogans and taglines. This restriction applies to all forms of keyword matching, including exact match, broad match, phrase match, or any other variant that directly targets Tide's brand terms. This restriction applies to all search engines and advertising platforms and is intended solely to protect Tide's intellectual property and brand integrity, ensuring that Tide's brand is not misrepresented or confused with competing services. "**Paid Search**" refers to any advertising model in which the Partner pays to display advertisements on search engine results pages or other digital platforms, typically based on keyword targeting. This includes, but is not limited to, Pay-Per-Click (PPC) advertising, Cost-Per-Click (CPC) advertising, and other similar forms of advertising where the Partner bids on search terms to appear as a sponsored result in search engines such as Google, Bing, or any other search engine or digital platform.

7. Indemnification

- 7.1. Each party ("**Indemnifying Party**") shall, at its own expense, defend or settle any third-party claim or action ("**Claim**") against the other party ("**Indemnified Party**") arising from the infringement of third-party IP rights caused by the Indemnified Party's authorized use of

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- 7.2. The Indemnified Party agrees to: (i) promptly notify the Indemnifying Party in writing of any Claim (failure to notify does not waive indemnity obligations unless it delays the Indemnifying Party's ability to respond); (ii) refrain from admitting liability or settling the Claim without the Indemnifying Party's prior written consent; and (iii) allow the Indemnifying Party, at its written request and expense, to take control of or settle negotiations and litigation, providing reasonable assistance as requested.

8. Data Protection

- 8.1. Both parties agree to comply with applicable data protection laws, including the EU General Data Protection Regulation 2016/679, the UK GDPR, the UK Data Protection Act 2018, and the Privacy and Electronic Communications Regulations as these may be amended from time to time. Any personal data shared during this Partnership must be processed securely and only for purposes outlined in the Partnership.
- 8.2. The Partner agrees to the terms of the Tide [Data Sharing Agreement](#) to allow for the exchange of personal data of prospective members and Partnership performance reporting data. If necessary and appropriate, Tide will propose updates and amendments to the Data Sharing Agreement to reflect any changes in the purposes or the types of personal data shared between the parties, such as when a new marketing activity is initiated by the Partner.

9. Confidentiality

- 9.1. For purposes of these Standard Partnership Terms and Conditions, "**Confidential Information**" means any technical or business information disclosed by one party to the other party that under the circumstances, a person exercising reasonable business judgement would understand to be confidential or proprietary, whether or not marked "confidential" or "proprietary" at the time of such disclosure.

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- 9.2. Each party agrees: (i) to maintain the other party's Confidential information in strict confidence, not to disclose it to third parties and use it only as expressly permitted under these Standard Partnership Terms and Conditions and the respective Partnership. Each party may disclose the other party's Confidential Information to its directors, employees, officers, professional advisors, authorised representatives, and Affiliates who need it to fulfill Partnership obligations. Before disclosure, such persons must be informed of its confidential nature and bound by nondisclosure obligations at least as protective as those in these Standard Partnership Terms. The receiving party remains responsible for any breaches by such persons. For purposes of these Standard Partnership Terms and Conditions, "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means owning more than 50% of voting securities or having the power to direct management and policies.
- 9.3. Clause 9.2 does not restrict disclosure of Confidential Information if required by law or regulation, provided the disclosing party makes reasonable efforts to give advance notice to allow the other party to prevent or limit disclosure.
- 9.4. The receiving party's obligations in clause 9.2 shall not apply to the extent any Confidential Information: (i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party; (ii) was known, without restriction as to use or disclosure, by the receiving party prior to receiving such information from the disclosing party; (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving party without use of or reference to any Confidential Information of the disclosing party.
- 9.5. All Confidential Information is provided by the disclosing party "as is." All Confidential Information remains the sole and exclusive property of the disclosing party.
- 9.6. The obligations of the receiving party related to the Confidential Information, especially will survive the termination or expiration of the Partnership and will continue for a period of three (3) years thereafter.

10. Non-solicitation

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- 10.1. Neither party shall, for a period of twelve (12) months from the Start Date of the Partnership, (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of that party, any employee of the other party who is employed or engaged in any services which are relevant to the Partnership.
- 10.2. A party shall not be in breach of clause 10.1 as a result of running a national recruitment campaign not specifically targeted at any of the staff or the customers of the other party.
- 10.3. If either party commits any breach of clause 10.1, the breaching party shall, without prejudice to any other rights or remedies of the claiming party, on demand, pay to the claiming Party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.
- 10.4. The Partner shall not, for a period of 24 months from the termination or expiration of the Partnership (except with the prior written consent of Tide):
 - (i) either on its own behalf or on behalf of a competitor, directly or indirectly, solicit, market to, or enter into direct agreements with any Referees introduced to Tide under the Partnership for the purpose of participating in competing partnership or referral programs; and
 - (ii) engage in any marketing campaign, communication, or other activity specifically aimed at enticing Referees to participate in or switch to a competing product, service or program.
- 10.5. The Partner shall not, for a period of twelve (12) months from the termination or expiration of this Agreement (except with the prior written consent of Tide):
 - (i) either on its own behalf or on behalf of a competitor, directly or indirectly, solicit, market to, or enter into direct agreements with any Referees referred to Tide under this Agreement for the purpose of participating in competing partnership or referral programs; and
 - (ii) engage in any marketing campaign, communication, or other activity specifically aimed at enticing Referees to participate in or switch to a competing product, service or program.

This restriction shall not apply where a Referee independently approaches the Partner without direct solicitation.

11. Liabilities

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- 11.1. Subject to Clause 11.3 below, neither Party shall be liable to the other Party for: (i) any indirect, special or consequential loss; or (ii) loss of profits, loss of revenue, loss of anticipated savings, loss of business, loss of reputation, or loss of goodwill, whether direct or indirect.
- 11.2. Subject to clause 11.3 below, each party's aggregate liability to the other party for all events arising under or in relation to the Partnership (whether in tort, including negligence or otherwise) shall be limited in aggregate to a sum equivalent to £50,000 or the total amount of the Commission paid in the 12 months preceding the claim, whichever is lower. Each party acknowledges and agrees is a fair and reasonable amount reflecting the intention of the parties.
- 11.3. The limitations on liability set forth in clause 11.2 shall not exclude or limit either party's liability for (i) death or personal injury; or (ii) fraud or fraudulent misrepresentation; or (iii) any liability which cannot be excluded by applicable law; or (iv) either party's breach of its indemnity obligations under clause 7 (Indemnification); or (v) either party's obligations under clause 8 (Data Protection), or (vi) either Party's obligations under clause 9 (Confidentiality), (vii) either Party's obligations under clause 10 (Non-Solicitation), or (viii) any repayment of Commissions improperly received by the Partner, including but not limited to commissions obtained as a result of fraudulent, misleading, or non-compliant referrals, misrepresentation, or breach of applicable laws or regulations.

12. Public release of information

Neither party shall issue any news release, public announcement, advertisement, or any other form of publicity concerning the Partnership (or its subject matter), any proposal or opportunity, without obtaining prior written approval from the other party.

14. Notices

Any notices shall be sent to the addresses outlined in the Engagement Email.

15. Exclusivity

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The Partnership is non-exclusive. The parties acknowledge and agree that Tide has the right to solicit prospective members directly and to appoint any number of additional representatives or agents to provide leads to Tide.

16. Governing Law & Jurisdiction

These Standard Partnership Terms and Conditions (and any non-contractual disputes or claims arising out of them) shall be governed by the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to matters arising in connection with the Partnership.

17. Anti-bribery, corruption and slavery

Each party represents and warrants that it has, and shall implement and maintain for the duration of the Partnership, policies and processes that seek to ensure compliance with the Bribery Act 2010 and the Modern Slavery Act 2015 as well as any other applicable anti-bribery and anti-corruption laws.

18. Rights of Third Parties. Independent Contractors

A person who is not a party to the Partnership outlined in the Engagement Email has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Standard Partnership Terms and Conditions and the Engagement Email. The Partner is not the agent of Tide and has no authority to execute contracts on Tide's behalf.

19. Severance

If any provision or part-provision of these Standard Partnership Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Standard Partnership Terms and Conditions.

20. Waiver

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No failure or delay by a party to exercise any right or remedy provided under these Standard Partnership Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21. Entire Agreement

These Standard Partnership Terms together with the Engagement Email set forth the entire agreement between the parties and supersede all prior proposals, representations, warranties or agreements (including any engagement emails, letters or trial agreements), whether oral or written, with respect to the Partnership provided always that nothing in this clause 21 shall limit or exclude any liability for fraud.

22. Assignment

Neither party shall assign, transfer or otherwise dispose of any of its rights or subcontract, transfer (including by way of novation) or otherwise dispose of any of its obligations under the Partnership without the prior written consent of the other party.