

## Data Processing Agreement

### Introduction

- (1) This Data Processing Agreement (“**DPA**”) reflects Tide’s obligation under applicable Data Protection Laws to strike a written agreement with each Member as a Data Controller when Tide is required to process personal data on the Member’s behalf as a Data Processor.
- (2) This agreement applies between each Member (“**you**”) and Tide (together, “**the Parties**”) with regard to the use of products and services available on **the Tide Platform** that involve Tide processing personal data on your behalf as a data processor, e.g. information about your employees, customers, shareholders, directors and/or other third-parties (“**Business Personal Data**”). Such products and services include but are not limited to Tide Invoicing, Tide Accounting, Tide Instant Checkout, Tide Payroll, Tide CoSec, Tide Customer Manager and others as Tide may decide to make available from time to time (“**In-scope Products and Services**”).
- (3) Tide will make you aware if a product or service requires signature of this Data Processing Agreement at the point when you make a request to use such product or service. By using In-scope Products and Services and by sharing Business Personal Data with Tide, you agree to be bound by the terms of this DPA. If you’d like to execute a signed version of this DPA, please reach out to Tide at [dpo@tide.co](mailto:dpo@tide.co).

### Definitions

1 In this DPA:

- (a) “**Adequate Country**” means a country or territory that is recognized under Data Protection Laws from time to time as providing adequate protection for Personal Data;
- (b) “**Affiliate**” means an entity that directly or indirectly controls, is controlled by or is under common control with an entity.
- (c) “**Data Protection Laws**” means all laws and regulations, including of the European Union, the European Economic Area, their member states and the United Kingdom, applicable to the processing of Personal Data, including but not limited to the GDPR, the UK GDPR and the UK Data Protection Act 2018;
- (d) “**Tide**” means Tide Platform Limited with address at 4th Floor The Featherstone Building, 66 City Road, London, England, EC1Y 2AL, London, United Kingdom or any other legal entity part of the Tide corporate group that is providing the In-scope Products and Services to you and that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Tide Platform Limited;
- (e) “**Member**” means any sole trader or limited company business using the Tide Platform under our standard terms and conditions or any other agreements (the “**Tide T&Cs**”);

- (f) **"Data Controller"**, **"Data Processor"**, **"data subject"**, **"data breach"** **"personal data"**, **"process/processing"** and **"processor"** shall have the same meanings as in Data Protection Laws;
- (g) **"EU Transfer Clauses"** means the Standard Contractual Clauses approved by EC Commission Decision of 4 June 2021, as may be amended from time to time, for the transfer of personal data from the European Economic Area ("**EEA**") to a third country which is not an Adequate Country;
- (h) **"UK Transfer Clauses"** means the international data transfer agreement (IDTA) or the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers (Addendum) adopted by United Kingdom Parliament and which came into force on 21 March 2022 as may be amended from time to time, for the transfer of personal data from the United Kingdom to a third country which is not an Adequate Country;
- (i) **"Restricted Data Transfer"** means the disclosure, grant of access or other transfer of Personal Data to any person located in: (i) in the context of the European Economic Area (EEA), any country or territory outside the EEA which does not benefit from an adequacy decision from the European Commission (an **"EU Restricted Transfer"**); (ii) in the context of the United Kingdom (UK), any country or territory outside the UK, which does not benefit from an adequacy decision from the UK Government (a **"UK Restricted Transfer"**).
- (j) **"Data Protection Laws"** means all laws and regulations, including of the European Union, the European Economic Area, their member states and the United Kingdom, applicable to the processing of personal data, including the GDPR and Data Protection Act 2018;
- (k) **"The Tide Platform"** means our Tide-branded iOS and Android mobile applications available on the App Store and on Google Play ("**Our App**") and our website identified by the following Uniform Resource Locator (URL): [www.tide.co](http://www.tide.co), including its subdomains ("**Our Website**"); and
- (l) **"GDPR"** means European Union Regulation (EU) 2016/679.

## The Parties' Obligations

2.1 Relationship of the Parties. You will act as Controller of any Business Personal Data you make available to Tide while using The Tide Platform and Tide will act as the Data Processor processing this personal data on your behalf.

2.2 Your obligations. You are responsible for obtaining all consents, licences and valid legal bases under Data Protection Laws necessary for sharing Business Personal Data with Tide. You shall provide Tide solely with lawful instructions on how to process Business Personal Data. Tide shall have the right to object to and not follow any data processing instructions which, in Tide's sole legal discretion, are considered unlawful.

### 2.3 Tide's obligations. As your Processor, we agree to:

- a. only process Business Personal Data in accordance with this DPA, the [Tide T&Cs](#) and your written instructions. Notwithstanding the foregoing and anything to the contrary in the Tide T&Cs (including this DPA), you acknowledge that Tide shall have a right to process Business Personal Data for the purposes of creating anonymised, aggregate and/or de-identified information for its own business purposes.
- b. promptly and without undue delay inform you if any instructions you provide infringe Data Protection Laws or any other applicable laws;
- c. implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by the processing of Business Personal Data, such as protection against accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Business Personal Data as described in detail on <https://www.tide.co/safety-security/>;
- d. only allow Tide employees, agents or subcontractors ("**Personnel**") access to Business Personal Data as required, based on the "need-to-know" principle, and ensure all Personnel with access to Business Personal Data are under obligations of confidentiality;
- e. promptly notify you of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Business Personal Data that we process;
- f. provide you with reasonable assistance in respect of a data breach and share all information in our possession concerning the security breach;
- g. assist you, when reasonably requested, in relation to data protection impact assessments, prior consultations, responses to data subjects' requests to exercise their rights under Data Protection Laws and engagement with supervisory authorities. You shall reimburse us for commercially reasonable costs arising from this assistance; and
- h. maintain records of our processing activities as required by Data Protection Laws.

### 2.4 Sub-processors

- a. You provide a general authorisation for us to engage sub-processors and you agree to our use of sub-processors as described in Section 3.1. below when processing Business Personal Data ("**List of Tide Sub-processors**"). We may add, remove or replace sub-processors from the List of Tide Sub-processors at any time and we will notify you about such changes by way of publishing an updated version of this DPA on the Tide Platform at least 2 weeks in advance of the change. We shall require our sub-processors, and any future sub-processors, to comply with terms that are substantially

similar to those imposed on us in this DPA, and we shall be liable for any acts, errors or omissions of a sub-processor.

- b. You may object to Tide’s use of any sub-processor before the change takes place by contacting us at [dpo@tide.co](mailto:dpo@tide.co) so we can reach a solution to the objection within a reasonable time period. If we cannot reach a solution, we will inform you about this and you will have the right to terminate your commercial relationship with Tide or your use of the particular In-scope Tide Products or Services that will entail processing of Business Personal Data by said sub-processor. If you do not object to the use of the respective Sub-processors before the change takes place, consent regarding the change shall be assumed. You may only request any pro-rata refunds if you can prove that the objection is based on justified reasons of incompliance with Data Protection Laws.

2.5 **Audit.** We shall, in accordance with Data Protection Laws, provide information demonstrating our compliance with our obligations as a data processor upon your reasonable request. Tide uses external auditors to verify the adequacy of its security measures and its compliance with Data Protection Laws. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by independent third-party security professionals at Tide’s selection and expense; and (d) will result in the generation of an audit report (“Report”). You agree that you may exercise your right of audit under Data Protection Laws by requesting us to provide a Report or certification not older than 12 months issued by an auditor demonstrating Tide’s compliance with this DPA.

2.6 If you choose to conduct any audit, including any inspection, you have the right to request or mandate on your own behalf, and on behalf of your controllers when you are acting as a processor, under Data Protection Laws or the Standard Contractual Clauses, by instructing Tide to carry out the audit described in Section 2.5. If Tide declines to follow any instruction requested by you regarding audits, including inspections, you are entitled to terminate your commercial relationship with Tide under the Tide T&Cs in accordance with its terms.

**Processing details**

3.1 Details of the personal data and processing activity regulated by this DPA are as follows:

<b>Purpose, scope and nature of the processing</b>	Tide will process Business Personal Data provided or acquired via the use of In-scope Products and Services for the purposes of delivering the In-scope Products and Services to you and/or your employees, contractors, shareholders, clients and/or customers as per the Tide <a href="#">T&amp;Cs</a> .
<b>Roles of the parties</b>	Tide will be a data processor and you will be a data controller
<b>Types of personal data</b>	<ul style="list-style-type: none"> <li>• Personal details, such as names, government identifier numbers, etc.;</li> </ul>

	<ul style="list-style-type: none"> <li>• Contact information such as email address, phone number, physical address, etc.;</li> <li>• Financial information such as transaction-related details, bank account details, pending and executed payments and invoices, payment card details, salaries and bonuses, pension scheme participation, deductions from salary;</li> <li>• E-commerce details such as historic purchases and appointments, product and marketing preferences, wishlists, customer groups, etc.</li> <li>• Employment or work-related details including hire date, job title, termination details, work location and address, reporting line, work hours, probation period, compensation type, student loans, right to work permits, business unit and organisational information, time-off policies; and</li> <li>• Any other personal data you may decide to provide to Tide in your use of the In-scope Products and Services available on The Tide Platform.</li> </ul>									
<b>Duration of the processing</b>	For the duration of your commercial relationship with Tide, i.e. for the term of the <a href="#">T&amp;Cs</a> struck between the Parties.									
<b>Data subjects</b>	<ul style="list-style-type: none"> <li>• Your employees, contractors, service providers or other individuals affiliated with your business;</li> <li>• Your current past or future end-users and customers;</li> <li>• Any other persons whose personal data you provide to Tide as a data processor (or sub-processor) in your role of a data controller (or a data processor).</li> </ul> <p>To the extent any of the individuals above act as payers or payees, Tide will process their personal data as an independent data controller and such processing will not be governed by this DPA.</p>									
<b>Details of special category data</b>	No special categories of data will be processed.									
<b>Frequency of transfer</b>	Ongoing as part of using the In-scope Products and Services									
<b>Sub-processors</b>	<table border="1"> <thead> <tr> <th data-bbox="501 1608 817 1666">Provider</th> <th data-bbox="817 1608 1133 1666">Location</th> <th data-bbox="1133 1608 1449 1666">Service</th> </tr> </thead> <tbody> <tr> <td data-bbox="501 1666 817 1756">Amazon Web Services Inc</td> <td data-bbox="817 1666 1133 1756">United Kingdom</td> <td data-bbox="1133 1666 1449 1756">Data hosting</td> </tr> <tr> <td data-bbox="501 1756 817 1845">Kustomer Inc.</td> <td data-bbox="817 1756 1133 1845">United States of America</td> <td data-bbox="1133 1756 1449 1845">Customer Support</td> </tr> </tbody> </table>	Provider	Location	Service	Amazon Web Services Inc	United Kingdom	Data hosting	Kustomer Inc.	United States of America	Customer Support
Provider	Location	Service								
Amazon Web Services Inc	United Kingdom	Data hosting								
Kustomer Inc.	United States of America	Customer Support								

	Snowflake Inc	United States of America	Data Warehouse
	Looker Inc	United States of America	Data analytics
	Google Inc.	United States of America	Internal collaboration
	Tide Platform Technology and Servicing Private Limited	India	Tide Affiliate providing outsourced services

#### International Transfers of personal data

4.1 You agree to allow and authorise Tide to employ sub-processors, incl. Tide Affiliates, who may be established outside of the United Kingdom, the EEA or an Adequate Country. To the extent that the Processing of Personal Data by Tide under this DPA involves a EU Restricted Transfer, we will put in place the EU Transfer Clauses (Module 3: Processor-to-Processor) or an alternative appropriate mechanism to transfer Business Personal Data to those sub-processors. Upon your request, we may also transfer Business Personal Data to independent controllers who may be established outside of the United Kingdom, the EEA or an Adequate Country, in which case we'll put in place Module 4: Processor-to-Controller of the EU Transfer Clauses.

4.2 To the extent that the Processing of Personal Data by Tide under this DPA involves a UK Restricted Transfer, we will put in place the EU Transfer Clauses as varied by the UK Transfer Clauses or an alternative appropriate mechanism to transfer Business Personal Data to those sub-processors.

4.3 In the event that the EU Transfer Clauses or the UK Transfer Clauses are not sufficient to safeguard Business Personal Data after the point of data transfer due to local laws and regulations applicable to the Data Importer, Tide will implement any additional supplementary, technical, contractual and/or policy measures as may be required to ensure the Business Personal Data is protected to a standard equivalent to that afforded by Data Protection Laws.

## Other important terms

- 5.1 **Liability.** Any liability provisions contained within the Tide [T&Cs](#) shall regulate both Parties' liability that may arise under this DPA.
- 5.2 **Effective Date.** This DPA is incorporated into the Tide [T&Cs](#) and will commence upon the effective date of the agreement for provision of In-scope Products and Services concluded between Tide and you, and will continue for the duration of that agreement or until you continue using In-scope Products and Services, whichever is later.
- 5.3 **Conflicts.** If any terms of this DPA conflict with those in the Tide [T&Cs](#), this DPA shall prevail. If any terms of this DPA conflict with those in the EU Transfer Clauses or the UK Transfer Clauses, the latter will prevail.
- 5.4 **Updates.** We may update the terms of this DPA from time to time, so you should check this webpage periodically for any changes. We will indicate at the bottom of the document when the terms of the DPA were last modified by us.
- 5.5 **Severability.** If any provision of this DPA is held to be illegal, unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this DPA will remain in full force and effect.
- 5.6 **Governing law.** This DPA shall be governed by the laws governing the Tide [T&Cs](#).
- 5.7 **Previous agreements.** This DPA supersedes all prior or contemporaneous negotiations, commitments, agreements and writings between Tide and you with respect to the processing of Business Personal Data. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.
- 5.8 **Return and deletion of data.** At any time up to the termination of your commercial relationship with Tide under the Tide T&Cs ("**Termination Date**"), and for 180 days following the Termination Date, subject to the terms and conditions of the T&Cs, Tide will return or delete Business Personal Data if you request such return or deletion. No later than 180 days after the Termination Date, Tide will close all accounts and will anonymise any Business Personal Data. This requirement shall not apply to the extent Tide is required by applicable law to retain some or all of the Business Personal Data, or to Business Personal Data it has archived on back-up systems, which Business Personal Data Tide shall securely isolate and protect from any further processing, except to the extent required by such laws.

## Tide as a data controller

- 6.1 **Data Controller.** Tide will collect, process and store certain Business Personal Data, such as names and contact details of your employees, customers, suppliers, directors or shareholders, transaction amounts and descriptions, and other personal data to:

- a. Detect, prevent and report fraud, money laundering, and other financial crime activities on the Tide Platform;
- b. Verify the identity of individuals making use of or benefitting from Tide's products and services;
- c. Provide Tide products and services when requested by said individuals under a direct commercial relationship with Tide; and
- d. Comply with other legal obligations that Tide may be subject to.

6.2 When Tide processes Business Personal Data for the above said purposes, Tide will act as a data controller and the terms of the current Data Processing Agreement will not apply to the processing of that personal data. Instead, Tide will process such data as a separate data controller pursuant to the Tide Privacy Policy available on [www.tide.co/privacy](http://www.tide.co/privacy).