

1. INTRODUCTION

**Addendum.** This Data Processing Addendum supplements the Master Service Agreement (as updated from time to time between Customer and Tink) and all other agreements between Customer and Tink governing Customer's use of Tink's services.

**Binding agreement.** The Customer agrees to be bound by this DPA and comply with the terms and conditions set out herein by (a) indicating its acceptance on the Site or (b) executing a copy of this DPA and returning it to Tink.

2. DEFINITIONS

All capitalized terms in this DPA shall have the meaning ascribed to them in the Agreement, unless otherwise defined below:

**"Agreement"** means the agreement between the Customer and Tink for the provision of Services.

**"Customer"** means the entity that executed the Agreement.

**"Customer Data"** means what is defined as "Customer Data" in the Agreement.

**"Controller"** means an entity determining the purpose and means of processing of personal data.

**"Data Subject"** means identified or identifiable persons, including End-Users (as defined in the Agreement).

**"Data Protection Laws"** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the processing of Personal Data under the Agreement as amended from time to time.

**"GDPR"** means the General Data Protection Regulation (EU) 2016/679.

**"Party"** means the Customer or Tink individually, and "Parties" refers to the Customer and Tink jointly.

**"Processor"** means an entity processing data on behalf of a Controller.

**"Personal Data"** means any Customer Data relating to Data Subjects.

**"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

**"P2C SCCs"** means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Four (Processor-to-Controller) including the supplementary provisions in [Schedule 2](#) to this DPA.

**"Restricted Transfer"** means any transfer of Personal Data between Tink and Customer which, in the absence of the Standard Contractual Clauses, would be unlawful;

**"Standard Contractual Clauses"** means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj).

**"Sub-processor"** means a subcontractor that process Personal Data on behalf of Tink.

**"Tink"** means the entity defined as "Tink" in the Agreement.

**"Ultimate Controller"** means a person or entity for which the Customer operates as a Processor.

**"UK Addendum"** means the UK addendum to the Standard Contractual Clauses issued by the Information Commissioner under S119A(1) Data Protection Act 2018.

3. PROCESSING OF PERSONAL DATA

3.1 **Processing Roles.** Tink will operate as a Processor on behalf of the Customer and Customer will operate as a Controller, or as a Processor for an Ultimate Controller, for any processing of Personal Data pursuant to this DPA.

3.2 **Details of the processing.** A description of subject-matter, duration, nature and purposes as well as categories of Personal Data and Data Subjects is included in [Schedule 1](#) to this DPA.

3.3 **Customer's instructions.** Tink shall only process Personal Data in accordance with documented instructions from Customer, unless required to do so by applicable laws and, if so required, provided that Tink informs the Customer of that legal requirement before processing, unless the relevant law prohibits such information on important grounds of public interest. The initial instructions to Tink are set forth in this DPA and any further changes to the instructions need to be agreed in writing.

3.4 **Lawfulness of Customer's instructions.** The Customer is responsible for ensuring that the instructions are compliant with the Customer's obligations under the applicable Data Protection Laws (including where the Customer is a Processor, by ensuring that the Ultimate Controller does so). Tink shall inform the Customer if, in its opinion, an instruction infringes applicable Data Protection Laws.

3.5 **Compliance.** Each party undertakes to process Personal Data in compliance with its respective obligations under applicable Data Protection Laws.

4. SUB-PROCESSORS

4.1 **General Authorization.** Tink has the Customer's general authorisation for the engagement of Sub-processors, subject to the limitations set out in this DPA (including Clause 8). Tink shall inform the Customer of any intended changes concerning the addition or replacement of Sub-processors at least two months in advance, thereby giving the Customer the opportunity to object to such changes prior to the engagement of the concerned Sub-processors.

4.2 **Objections.** Customer may object in writing to Tink appointment of a new Sub-processor within one calendar months of receiving notice in accordance with Section 4.1 of this DPA, provided that such objection is based on reasonable grounds relating to data protection. In such event, the Parties shall discuss such concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Tink will, at its sole discretion, either not appoint such Sub-processor, or permit Customer to terminate the Service in accordance with the termination provisions in the Agreement without liability to either Party (but without prejudice to any fees incurred by Customer prior to termination).

4.3 **Notifications.** Tink shall provide the information referred to in Clauses 4.1 and 4.2 by updating the [Subcontractor Documentation](#) and will make available a mechanism to subscribe to updates.

4.4 **Authorized Sub-Processors.** [Subcontractor Documentation](#) contains a list of Sub-processors engaged as of the date of the DPA.

4.5 **Contract.** Where Tink engages a Sub-processor to carry out specific processing activities (on behalf of the Customer), it shall do so by way of a contract that provides for, in substance, the same data protection obligations as those binding Tink under this DPA (including an appropriate data transfer mechanism where a Restricted Transfer takes place between Tink and the relevant Sub-processor). Tink shall provide, at the Customer's request, a copy of such a Sub-processor agreement and any subsequent amendments to the Customer. To the extent necessary to protect business secrets or other confidential information, including personal data, Tink may redact the text of the agreement prior to sharing a copy.

4.6 **Liability.** Tink shall remain fully responsible to Customer for the performance of the Sub-processor's obligations under the contract with the Sub-processor.

5. DATA SUBJECT REQUESTS

5.1 **Data Subject Requests.** Tink provides technical controls in the Services which Customer can use to retrieve, correct and delete the use of Personal Data without any additional fees. In addition, Tink shall, taking into account the nature of the processing, provide reasonable additional assistance to Customer to enable Customer to comply with its data protection obligations under Data Protection Laws with respect to Data Subject requests (provided such assistance can't be satisfied by the use of the technical controls).

5.2 **Requests to Tink.** Tink shall not respond to requests from Data Subjects made directly to Tink but will make commercially reasonable efforts to refer Data Subjects to Customer, provided that the Data Subject identifies the Customer.

6. SECURITY AND DATA BREACHES

6.1 **Technical and organizational safeguards.** Tink implements technical and organizational measures to ensure an appropriate level of security with respect to Customer Data (including Personal Data) including, at a minimum, the measures described in the [Privacy and Security Documentation](#).

6.2 **Privacy and Security Documentation.** Tink may modify the [Privacy and Security Documentation](#) from time to time but undertakes not to reduce the overall level of protection.

6.3 **Personal Data Breaches.** Tink shall inform the Customer without undue delay after becoming aware of any Personal Data Breach. Tink shall (a) provide any information available to Tink that the Customer reasonably needs to comply with its obligations under Data Protection Laws and (b), take commercially reasonable steps to contain and investigate any Personal Data Breach.

6.4 **Personnel.** Tink will ensure that all personnel used to process Personal Data have agreed to maintain the confidentiality of the Personal Data or are under an appropriate statutory obligation of confidentiality.

7. CERTIFICATIONS, INFORMATION AND ASSISTANCE

7.1 **Certifications.** Tink is certified as ISO 27001 compliant and undertakes to maintain that certification, or a substantially equivalent certification, for the duration of the DPA.

7.2 **Tink Audits.** Tink carries out audits using external auditors to verify the adequacy of its security measures. Those audits are carried out (a) at least annually, (b) in accordance with ISO 27001 standards or another substantially equivalent standard, (c) by independent third-party security professionals, (d) at Tink's expense and results in a report (the "Report").

7.3 **Verifying Compliance.** To allow Customer to reasonably verify Tink's compliance with the DPA, Tink undertakes to provide to Customer (a) the most recent ISO 27001 certification issued to Tink; (b), the executive summary of the latest Report (in each case on the Customer's request). Tink also accedes to inspections (on-site audits) in strict accordance with the terms of Clause 10.

7.4 **Further Assistance.** Tink shall, to the extent required under applicable Data Protection Laws and in accordance with the Customer's written instruction in each case, assist the Customer in fulfilling its legal obligations under applicable Data Protection Laws (including contributing to data protection impact assessments and consultations with supervisory authorities). The Customer acknowledges that Tink provides the Documentation, and the information provided in this Section 7, and shall exercise its right to further assistance only to the extent it is unable to comply with Data Protection Laws by relying on that information.

7.5 **Confidentiality.** Any information provided to the Customer under this Section shall be construed as Tink's Confidential Information (including information made available about Sub-processors).

8. INTERNATIONAL TRANSFERS

8.1 **Data Region.** Tink shall adhere to the provisions in the Agreement relating to the Customer's selected Data Region.

8.2 **Restricted Transfers.** The parties agree that the P2C SCCs shall apply to any Restricted Transfers, and that the P2C SCCs are incorporated by reference into this DPA and take effect from the commencement of any Restricted Transfer.

a) To the extent that the Restricted Transfer is subject to the laws of the United Kingdom, the P2C SCCs shall be amended by the UK Addendum, which is also incorporated by reference into this DPA. For the purposes of Table 4 of the UK Addendum, the parties select the "neither party" options.

b) To the extent that the Restricted Transfer is subject to the laws of Switzerland, the P2C SCCs shall be read in accordance with Clause 1.7 of Schedule 2 to this DPA.

8.3 **New transfer mechanisms.** Tink shall be entitled to update the transfer mechanism described in Clause 8.2 should it no longer be valid, or another adequate and legal alternative is identified.

## 9. RETURN AND DELETION OF PERSONAL DATA

- 9.1 **Return and Deletion.** Tink provides technical controls in the Services which Customer can use to retrieve or delete Personal Data during, and up to 30 days after the termination of, the Agreement.
- 9.2 **Post-Termination Deletion.** Tink will delete all Personal Data after the termination of the Agreement in accordance with the timescale specified in the [Privacy and Security Documentation](#), unless otherwise required by applicable laws. For the avoidance of doubt, Customer acknowledges that Tink is authorized to create, use and retain generalized or aggregated data or statistics, as permitted by Clause 9.8 (Aggregated Data) of the Agreement.

## 10. AUDIT RIGHTS

- 10.1 **Customer Audits.** Customer may request an on-site audit of Tink for the demonstration of Tink's compliance with its obligations under this DPA when:
- the information provided by Tink in the Documentation, Section 7 or otherwise is not sufficient to demonstrate Tink's compliance with the DPA, or
  - such an audit is required by Data Protection Laws or by the Customer's (or the Ultimate Controller's) supervisory authority.

**Principles for Customer Audits.** The Customer agrees to exercise its right to on-site audits:

- with reasonable care, in accordance with Tink's notified security policies, and only to the extent required to comply with Data Protection Laws,
- by providing a notice no less than 60 days in advance of the proposed on-site audit, unless this is not possible due to an emergency or crisis situation or would lead to a situation where the audit would no longer be effective,
- in a way that minimizes the risk of disruption to Tink's business and Tink's other customers, including by ensuring that the audit does not exceed a period of two successive business days, and
- by allowing Tink to pool the on-site audit with other customers requesting on-site audits relating to the same subject matter or incident.

**Third-Party Auditors.** Customer may mandate a third-party auditor to carry out the on-site audit provided that the third-party auditor has an appropriate level of expertise and qualification in the subject matter to perform the audit and undertakes to sign an appropriate confidentiality agreement with Tink.

**Sub-processors.** On-site audits at Sub-processors may be subject to additional limitations as imposed under Sub-processor agreements and the Sub-processor may require that the audit is conducted by Tink, and/or that Customer (and the third-party auditor mandated by the Customer) signs confidentiality undertakings directly with the Sub-processor.

**Scope of the audit.** On-site audits will be limited to processing and storage facilities containing Personal Data. Customer acknowledges that Tink operates a multi-tenant cloud environment and that Tink shall have the right to reasonably adapt the scope of any on-site audit to avoid or mitigate risks with respect to, and including, service levels, availability, and confidentiality of information pertaining to other customers of Tink.

**Process.** Before carrying out an on-site audit, the Parties shall mutually agree on the scope, timing and duration of the audit and the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by or on behalf of Tink.

- 10.2 **Confidentiality.** Any information provided to the Customer under this Section shall be construed as Tink's Confidential Information (including information made available about Sub-processors).

## 11. TERM

- 11.1 **Term.** This DPA shall continue in force until the termination of the Agreement.

## 12. MISCELLANEOUS

- 12.1 **Conflicts.** Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this DPA, the terms of this DPA will control. Nothing in this document varies or modifies the P2C SCCs or the UK Addendum.

## SCHEDULE 1 – DETAILS OF THE PROCESSING/TRANSFERS

**1. SUBJECT MATTER AND NATURE OF THE PROCESSING**

The performance of the Services pursuant to the Agreement, as further described in the Documentation.

**2. PURPOSE OF PROCESSING**

The performance of the Services pursuant to the Agreement, as further described in the Documentation.

**3. INTERNATIONAL DATA TRANSFERS**

Tink does not carry out Restricted Transfers transfer Personal Data outside the EEA (a) unless otherwise explicitly provided by the Agreement and the DPA or (b), except as necessary to transfer Personal Data to customers consuming our Services from outside the EEA.

**4. CATEGORIES OF DATA SUBJECTS**

- Employees, representatives and Users of Customer
- End-Users and Silent Parties

**5. CATEGORIES OF PERSONAL DATA**

- Identity information
- Contact information
- Financial account information (for example, account numbers, balances and account types)
- Transaction history

**6. SENSITIVE DATA TRANSFERRED**

Tink does not process special categories of Personal Data in the Services.

**7. DURATION OF PROCESSING**

The Personal Data will be processed for the duration of the Agreement.

**8. FREQUENCY OF THE TRANSFER (IF APPLICABLE)**

*The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):*

Continuous basis depending on the use of the Services by Customer.

**9. SUB-PROCESSOR TRANSFERS (IF APPLICABLE)**

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:*

As set out in Clauses 1 and 2 above, Sub-processors will process Personal Data as necessary to perform the Services pursuant to the Agreement and the Personal Data will be processed for the duration of the Agreement.

Information about the Sub-processors used can be found in the [Subcontractor Documentation](#).

**10. TECHNICAL AND ORGANIZATIONAL MEASURES**

Tink will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data in the Services, as described in [Privacy and Security Documentation](#). Tink will not materially decrease the overall security of the Services during the term.

**11. DATA PROTECTION OFFICER**

Tink's data protection officer can be contacted on [dpo@tink.com](mailto:dpo@tink.com).

SCHEDULE 2 – SUPPLEMENTARY PROVISIONS FOR INTERNATIONAL DATA TRANSFERS

1. SUPPLEMENTARY TERMS

- 1.1 **Instructions.** This DPA and the Agreement are Customer’s complete and final documented instructions at the time of signature of the Agreement to Tink for the processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of clause 8.1(a), the instructions to process Personal Data are set out in Schedule 1 of this DPA.
- 1.2 **Description of transfer.** Clause 1 - 11 of Schedule 1 of this DPA shall form Annex I.B.
- 1.3 **Notifications.** Any notifications to be sent under the P2C SCCs shall be made to the Customer.
- 1.4 **Notification of Access Requests.** For the purposes of clause 15(1)(a), Tink shall notify Customer (only) and not the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.
- 1.5 **Liability.** Tink’s liability under clause 12(b) shall be limited to any damage caused by its processing where Tink has not complied with its obligations under the GDPR specifically directed to Processors, or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 82 GDPR.
- 1.6 **Applicable law, forum and jurisdiction.** The governing law, choice of forum and jurisdiction shall be the same as designated in the Agreement between Tink and Customer.
- 1.7 **Transfers subject to the Swiss laws.** To the extent Swiss Data Protection Laws are applicable to a data export under the P2C SCCs, the Parties agree on the following amendments to the P2C SCCs:
  - a) The term Member State according to Clause 18 (c) of the P2C SCCs shall not be interpreted in a such a way that data subjects in Switzerland are excluded from exercising their rights, if any, at their place of habitual residence;
  - b) The supervisory authority pursuant to Clause 13 of the P2C SCCs is the Swiss Federal Data Protection and Information Commissioner;
  - c) The law applicable to the P2C SCCs pursuant to Clause 17 of the P2C SCCs shall be Swiss Data Protection Laws;
  - d) The place of jurisdiction under Clause 18 (b) of the P2C SCCs shall be the courts of the city of Zurich;
  - e) Where the P2C SCCs include references to the GDPR, such references shall be understood as references to the Swiss Data Protection Laws.

2. PARTIES

The following shall form the contents of Annex I.A of the P2C SCCs:

	Data exporter	Data importer(s)
Role	Processor	Controller
Name	Tink (as defined in the DPA)	Customer
Address	As set out in the Agreement	The address associated with the Customer’s account in the Services
Contact details	dpo@tink.com	The person and contact details associated with the Customer’s administrative user in the Services
Activities relevant to the data transferred under these Clauses	Performance of the Services pursuant to the Agreement and as further described in the Documentation	Performance of the Services pursuant to the Agreement and as further described in the Documentation