Data Processing Agreement (DPA)

Effective Date: 16 September 2025
This Data Processing Agreement ("DPA") is incorporated into the Master Subscription Agreement between Flow Payroll Limited ("Supplier") and the Client.

1. Definitions

For the purposes of this DPA, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR or the EU GDPR, as applicable.
Applicable Data Protection Law: means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.
Client Personal Data: any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Client.
UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. Data Processing

2.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This DPA is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
2.2 The parties have determined that for the purposes of Applicable Data Protection Laws, the Client is the controller and the Supplier is the processor.
2.3 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data to the Supplier for the duration and purposes of this Agreement.
2.4 The Supplier shall, in relation to Client Personal Data:

a. process that Client Personal Data only on the documented instructions of the Client, unless the Supplier is required by Applicable Laws to otherwise process that Client Personal Data.
b. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data.

c. ensure that any personnel engaged and authorised by the Supplier to process Client Personal Data have committed themselves to confidentiality.
d. assist the Client insofar as this is possible, and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws.
e. notify the Client without undue delay but in any event within 24 hours of becoming aware of a personal data breach involving the Client Personal Data;
f. at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of this Agreement unless the Supplier is required by Applicable Law to continue to process that Client Personal Data.

2.5 The Client hereby provides its prior, general authorisation for the Supplier to appoint processors (sub-processors) to process the Client Personal Data. The Supplier shall maintain a list of its current sub-processors on its website. The Supplier will provide the Client with at least 30 days' prior written notice of the appointment of any new sub-processor, during which time the Client may object to such appointment on reasonable grounds relating to data protection. If the Client so objects, the parties will work in good faith to find a resolution.

3. Particulars of Processing

3.1 Scope: Personal data is collected by the Supplier and is processed so that the Supplier may provide the Services.
3.2 Nature: Personal data of Client employees (Payees) is processed to allow the calculation of their pay, benefits, deductions and taxes, along with calculations required by the Client to calculate their liabilities or otherwise relating to payments relating to the Payee. Personal data shall be stored by the Processor in databases hosted in Amazon Web Services' London data centre, where data shall be encrypted at rest and in transit.
3.3 Purpose of processing: The provision of the Services. Personal data pertaining to Payees shall be processed for the purposes of providing calculation of their pay, benefits, pensions, deductions, national insurance and taxes.
3.4 Duration of the processing: The term of this Agreement and for 6 years after its termination except that all personal data of Payees collected as part of the Services will be deleted 60 days after the termination of this Agreement.
3.5 Types of personal data:
Payees: name, address, date of birth, gender, national insurance number, tax details, employment details, pay, benefits, deductions, national insurance contributions and taxes owed or paid, and pension enrolments. Optionally, bank account details, email address, and telephone number may be processed.
3.6 Categories of data subject: The Supplier's clients and Payees.

4. Audit

The Supplier shall make available to the Client, upon reasonable request, such information as is necessary to demonstrate compliance with this DPA. Should the Client require an audit, it may be conducted at the Client's expense, no more than once per year and subject to a mutually agreed-upon scope. The Client agrees that where the Supplier holds a relevant third-party certification (such as ISO 27001 or SOC 2), a review of the summary report of such certification shall be the primary method of satisfying this audit requirement.

Authorised Sub-Processors

In accordance with Section 2.5 of the DPA, the following sub-processors are authorised to process Client Personal Data on behalf of the Supplier as of the Effective Date.

Amazon Web Services, Inc. (AWS)

Purpose of Processing
Cloud hosting and infrastructure provider. Supplier’s application and databases are hosted on AWS.

Location of Processing
European Union (Ireland)

Data Transferred / Processed
All Client Personal Data stored in the Supplier’s systems.

PostHog, Inc.

Purpose of Processing
Product analytics platform used to understand feature usage and application performance. Where possible, data is pseudonymised or aggregated.

Location of Processing
European Union (Germany)

Data Transferred / Processed
Limited Client Personal Data such as user identifiers, event logs, and technical metadata (e.g., browser, device, IP address).

Postmark (ActiveCampaign, LLC)

Purpose of Processing

Transactional email delivery for application notifications (e.g., account invites, password resets).

Location of Processing
European Union

Data Transferred / Processed
Recipient email addresses and optional display names; email content and headers necessary for delivery; delivery/bounce metadata (timestamps, IPs, message IDs).

Slack Technologies, LLC (a Salesforce company)

Purpose of Processing
Internal business communications and operational coordination, including conversations between Supplier personnel when handling support requests.

Location of Processing
United States (transfers under SCCs / UK Addendum)

Data Transferred / Processed
Limited Client Personal Data referenced incidentally in support and operational discussions (e.g., names, email addresses, and issue details). No structured Payee records are stored in Slack.

Atlassian Pty Ltd

Purpose of Processing
Issue tracking, internal documentation and support ticket management (e.g., Jira, Confluence) used to operate, maintain and support the Services.

Location of Processing
United States / European Union (transfers under SCCs / UK Addendum)

Data Transferred / Processed
Limited Client Personal Data included in support tickets and operational records (e.g., user identifiers, names, email addresses, and issue details).

Anthropic, PBC

Purpose of Processing
Provides large language model inference supporting the Supplier’s internal operational tooling and AI-assisted product features. Anthropic is engaged under its Commercial Terms and Data Processing Addendum.

Location of Processing
United States (transfers under SCCs / UK Addendum — see Annex [2])

Data Transferred / Processed

No Payee Data is provided to Anthropic in identifiable form; only pseudonymised, anonymised or aggregated data is included in inputs. Under Anthropic’s Commercial Terms, inputs and outputs are not used to train Anthropic’s models.

Notes

1. The Supplier may update this list in accordance with Section 2.5 of the DPA.
2. The Client will be provided with at least thirty (30) days’ notice before a new sub-processor is engaged.
3. Where sub-processors are located outside the UK or EEA, the Supplier ensures appropriate safeguards (such as Standard Contractual Clauses) are in place in accordance with Applicable Data Protection Law.