Data Retention Schedule

Embedded Payroll · Version 1.0 · Effective 26 October 2026

Flow Payroll (AIPayroll Limited) — retention and deletion of Payee Data

1. Roles and the data chain

This schedule sets out how the Supplier retains and deletes personal payroll data ("Payee Data"). The roles determine responsibility: the employer (End Customer) is the controller and holds the statutory obligation to retain payroll records (typically up to six years from the end of the relevant tax year, covering PAYE, NIC, NMW/NLW, auto-enrolment and related records); the Client acts as an intermediary and, to the extent it determines any means of processing, a processor, and holds the End-Customer relationship; and Flow is the sub-processor providing the payroll engine beneath the Client's platform.

Accordingly, the Supplier processes, retains, returns and deletes Payee Data on the instructions of the Client, not directly on the instruction of the End Customer. The Supplier does not hold the End-Customer relationship and is not responsible for offering data back to a departing End Customer; that sits with the controller and with the Client as processor.

2. Retention during the term

During the term, the Supplier retains Payee Data only for as long as necessary to provide the Services and as instructed by the Client, and in any event retains live payroll data for no longer than the current tax year plus the preceding six tax years. Data older than that is deleted in the ordinary course unless the Client instructs otherwise in writing. This is a maximum active-retention period aligned to the statutory window applying to the End Customer as controller; where that window changes, the Supplier adjusts to match and notifies the Client in advance. Nothing here permits retention for longer than Data Protection Law allows. Payee Data is kept exportable to the Client throughout, via the platform and API and, where a record type is not available through those, on written request.

3. Individual End-Customer offboarding

Where an End Customer ceases to use the Services, the Supplier retains that End Customer's Payee Data (within the maximum in section 2) and keeps it exportable to the Client until the Client instructs return or deletion. The Supplier does not delete on its own initiative merely because an End Customer has left, because the Client manages the End-Customer relationship and any onward provision of data.

4. Return and deletion on termination

On termination or expiry (including any run-off period): the Supplier makes all Payee Data available for export by the Client (standard export and API, or on written request); the Client has 90 days from termination (the "Retention Window") to export or instruct return; at the end of the Retention Window the Supplier deletes the Payee Data from production systems and from backups as they are cycled and overwritten (and in any event within 35 days thereafter), save where retention is required by Applicable Law or the Client instructs otherwise. Deletion is not withheld on the basis of any payment dispute.

5. Long-term retention responsibility

The Supplier does not retain Payee Data indefinitely, nor for the End Customer's full statutory retention period after termination. Responsibility for long-term statutory retention rests with the End Customer as controller, and the Client is responsible for offering a departing End Customer access to or return of its data. The Supplier's role is to keep the data exportable and to return or delete it on the Client's instruction — the appropriate position for a sub-processor.

6. Backups

Payee Data held in routine backups is deleted in the ordinary course as backups are cycled and overwritten. Where data is pending deletion from backups, it is isolated, put beyond further use, and not restored to any live environment except as required by Applicable Law. The backup overwrite cycle completes within 35 days.

7. Alignment with the DPA

This schedule operates alongside, and is consistent with, the Data Processing Agreement between the Supplier and the Client. In the event of any conflict in

respect of the Supplier's processing as sub-processor, the DPA prevails.