Data Processing Agreement

Appendix to the client agreement with Tidewell. This agreement follows Article 28 of the General Data Protection Regulation (GDPR).

1. Parties

Controller (the "Client"):

_____

Client name

_____

Organisation number (or company registration number)

_____

Address

Processor ("Tidewell"):
Tidewell Halldorsson ENK
Nordre Berggate 34, 9950 Vardø, Norway
Org. no. 938 725 594
Email: tidewellteam@gmail.com

2. Purpose and scope

Tidewell processes personal data on behalf of the Client only to deliver the services in the client agreement, and only as far as needed for that. Tidewell processes the data only on documented instructions from the Client. The client agreement and this agreement are the Client's instructions.

3. Types of data and data subjects

Depending on which assistants the Client has, processing may include contact details, the content of emails and messages, calendar appointments, invoices and other financial information, and social media information. Data subjects may be the Client's customers, contacts, suppliers and employees.

4. Tidewell's obligations

- Process the data only on the Client's instructions, and tell the Client if an instruction in Tidewell's view breaks data protection law.
- Make sure everyone who processes the data is bound by confidentiality.
- Take appropriate technical and organisational measures to keep the data secure, under GDPR Article 32.
- Help the Client respond to requests from data subjects about their rights.
- Notify the Client without undue delay of any personal data breach.

- Help the Client with its obligations under GDPR Articles 32 to 36, as far as is reasonable.
- Give the Client the information needed to show that this agreement is followed, and allow audits by agreement.

5. Subprocessors

The Client approves that Tidewell uses these tools as subprocessors in its work:

- Google (Gmail, Calendar and Sheets)
- Notion
- Canva
- Grok

Tidewell tells the Client in writing before adding new subprocessors, and the Client may object. Tidewell makes sure subprocessors have obligations equivalent to this agreement.

6. Transfers outside the EEA

Data is only transferred to countries outside the EEA in line with Chapter V of the GDPR.

7. Duration and deletion

This agreement applies for as long as Tidewell processes personal data for the Client. When the client agreement ends, Tidewell deletes the data or returns it to the Client, at the Client's choice, unless the law requires it to be kept.

8. Governing law

This agreement is governed by Norwegian law, including the Norwegian Personal Data Act and the GDPR.

9. Signatures

For Tidewell

Name

Role

Signature

Place and date

For the Client

Name

Role

Signature

Place and date