AirBill · Tally AI B.V.

Data Processing Agreement Tally AI B.V. (AirBill)

Version 1.1 — 1 December 2026

This data processing agreement sets out how Tally AI B.V. processes personal data for users of AirBill: entrepreneurs, and accountants who keep their clients' administrations through the accountant portal. It belongs to the AirBill Terms of Service (version 1.7 of 1 December 2026) and is accepted with the dedicated checkbox in the AirBill app or the accountant portal.

Parties

1. Tally AI B.V., established at Schipluidenlaan 4, 1062 HE Amsterdam, registered in the Trade Register of the Chamber of Commerce under number 99443570, trading as AirBill (airbill.app), hereinafter: "Processor" or "AirBill";
2. The Customer, being the natural person or legal entity that has an account with AirBill and is named in the registration or order details, hereinafter: "Customer". The Customer is either:

    a. an End User: an entrepreneur who uses AirBill for their own administration; or

    b. an Accountant: an accounting, administration or bookkeeping firm that keeps the administration of its own clients (hereinafter: "Clients") through the AirBill accountant portal (acc.airbill.app).

Processor and Customer together hereinafter: "Parties".

Recitals

- AirBill is an online accounting and invoicing platform for entrepreneurs and accountants, in which invoices, receipts, bank transactions and other administrative data are processed, categorised and booked with the help of artificial intelligence (AI).
- When AirBill is used, Processor processes personal data on behalf of the Customer. The Customer determines the purpose and means of that processing, or does so on behalf of its Clients.
- Article 28 of the General Data Protection Regulation (GDPR) requires the Parties to record the processing in a written agreement.
- The Parties wish to set out in this agreement their rights and obligations in the processing of personal data.

Article 1 – Definitions

Terms in this agreement have the meaning given in the GDPR, unless stated otherwise below. The singular includes the plural and vice versa.

1. **GDPR:** Regulation (EU) 2016/679 (General Data Protection Regulation) and the Dutch GDPR Implementation Act.
2. **Personal Data:** all information about an identified or identifiable natural person that Processor processes under the Main Agreement, as described in Annex 1.
3. **Data Subject:** the natural person to whom the Personal Data relates.
4. **Processing:** any operation on Personal Data, as referred to in article 4(2) GDPR.
5. **Main Agreement:** the agreement between Processor and Customer for the use of AirBill, including the AirBill Terms of Service (version 1.7 of 1 December 2026, or a later version).

6. **Service:** the AirBill online accounting software, the AirBill apps, the accountant portal, the AirBill API and all related functionality. This includes invoicing (including UBL files for e-invoices), reading invoices and receipts (also through forwarded email), bank connections, booking proposals, VAT return support, reports, integrations such as with Exact Online and the Chamber of Commerce Trade Register, and the AI Functionality.
7. **AI Functionality:** parts of the Service that use machine learning or language models to extract or classify data, make proposals or answer questions.
8. **Subprocessor:** a third party that Processor engages and that processes Personal Data under this agreement.
9. **Personal Data Breach (Data Breach):** a breach of security leading to destruction, loss, alteration, unauthorised disclosure of or access to Personal Data, as referred to in article 4(12) GDPR.
10. **Client:** a natural person or legal entity whose administration an Accountant keeps through the Service.
11. **In Writing:** by letter or email, or through a function in the Service intended for that purpose.

Article 2 – Scope and roles

1. This agreement applies to all Processing that Processor carries out for the Customer when providing the Service.
2. **End User.** If the Customer is an End User, the Customer is the controller and Processor is the processor within the meaning of article 4 GDPR.
3. **Accountant.** If the Customer is an Accountant, the following applies:

   a. to the extent that the Accountant acts as processor for its Clients (for example when keeping the books or the payroll administration), the Client is the controller, the Accountant the processor and Processor the subprocessor. The Accountant warrants that it has a processing agreement with its Clients that permits the engagement of Processor, and that the obligations in this agreement are consistent with it;

   b. to the extent that the Accountant independently determines purpose and means (for example in work under a statutory or professional obligation, such as a compilation or audit engagement), the Accountant is the controller and Processor the processor;

   c. in both cases Processor follows only the instructions of the Accountant and has no direct contractual relationship with the Client, unless a Client itself has an account with AirBill.
4. **Shared administrations.** If an Accountant has access to an End User's administration in AirBill (because the End User gives it that access through the function to give others their own access, or because, with an accounting package, AirBill links an accounting firm to the administration, see article 5 of the Terms of Service), the End User remains the Customer for that administration within the meaning of this agreement. The Accountant then counts as a user authorised by the End User. Processor may treat instructions from that Accountant as instructions from the End User, until the End User withdraws the access. An Accountant does not open an account in the name of a Client; article 6.1 of the Terms of Service does not permit this.
5. **Processor's own processing.** This agreement does not apply to Processing for which Processor is itself the controller, such as managing customer accounts, invoicing the Customer, handling support contact (such as the name and email address of the person making contact), security logging, fraud prevention and meeting its own legal obligations. The AirBill privacy policy (airbill.app/en/privacy-policy) applies to that processing. Viewing or editing the Customer's administration to solve a support question or fault does fall under this agreement.

6. **Order of precedence.** In the event of conflict, this agreement prevails over the Main Agreement as far as the processing of Personal Data is concerned. Annexes form part of this agreement.

Article 3 – Processing on instruction

1. Processor processes the Personal Data only on the basis of written instructions from the Customer and only as far as necessary to provide the Service. The Customer's use of the Service (such as uploading documents, connecting bank accounts and switching on functions) and the Main Agreement count as instructions.
2. Processor does not process the Personal Data for its own purposes and does not sell or rent it to third parties.
3. Processor may deviate from the instructions if a legal obligation requires it. Processor informs the Customer in advance, unless the law prohibits this.
4. Processor informs the Customer immediately if, in its opinion, an instruction conflicts with the GDPR or other data protection rules.
5. The Customer warrants that it has a valid legal basis for the Processing, that it informs Data Subjects sufficiently, and that the content, the use and the instruction to process are not unlawful. The Customer indemnifies Processor against third-party claims arising from a breach of this.
6. The Customer itself determines which data it enters into the Service. The Service is not intended for special categories of personal data (article 9 GDPR) or criminal data, except where these unavoidably appear in administrative documents. The citizen service number (BSN) is only processed where the law requires or permits it for the administration or a tax return.

Article 4 – Confidentiality

1. Processor keeps the Personal Data confidential and does not provide it to third parties, except with the Customer's consent, under this agreement or under a legal obligation.
2. Processor ensures that employees and other persons with access to Personal Data under its authority are bound to confidentiality in writing, and that they only have access as far as needed for their task (need-to-know).
3. Processor's employees view the content of administrations only if this is needed for support at the Customer's request, for solving faults, for security or for analyses as set out in article 8.3.

Article 5 – Security

1. Processor takes appropriate technical and organisational measures to protect the Personal Data against loss and unlawful Processing, as referred to in article 32 GDPR. Processor takes into account the state of the art, the costs, the nature and scope of the Processing and the risks to Data Subjects.
2. The minimum measures are listed in Annex 2. Processor evaluates these measures regularly and adjusts them where needed. Processor may change measures, provided the security level does not fall.
3. The Customer is responsible for security on its own side, including keeping login details secret, using two-step verification where available, and withdrawing in good time the access of employees and Accountants who no longer need it.

Article 6 – Subprocessors

1. The Customer gives Processor general authorisation to engage Subprocessors. The Subprocessors in use on the effective date are listed in Annex 3. On request, Processor provides the address and contact details

of each Subprocessor.

2. Processor informs the Customer at least 30 days in advance of an intended addition or replacement of a Subprocessor, by email or a notice in the Service. The Customer may object in writing on reasonable grounds within that period.
3. If the Parties do not resolve the objection through reasonable consultation, the Customer may terminate the Main Agreement as of the date on which the new Subprocessor is engaged. Prepaid subscription fees for the remaining period are then refunded pro rata.
4. Processor imposes on each Subprocessor in writing at least the same obligations as those in this agreement. Processor remains liable to the Customer for the performance of those obligations by the Subprocessor.
5. An Accountant that engages AirBill as subprocessor (article 2(3)(a)) ensures that its Clients are aware of the engagement of Processor and of the Subprocessors in Annex 3. It passes on changes to its Clients where necessary.

Article 7 – Transfers outside the EEA

1. Processor in principle processes the Personal Data within the European Economic Area (EEA).
2. A transfer to a country outside the EEA takes place only if a valid transfer mechanism exists, such as an adequacy decision (including the EU-US Data Privacy Framework for certified recipients) or standard contractual clauses adopted by the European Commission (SCCs), supplemented by appropriate additional measures where necessary.
3. Annex 3 states the processing location and the transfer mechanism applied for each Subprocessor.

Article 8 – AI Functionality

1. Processor uses AI Functionality only to provide the Service to the Customer, such as reading invoices and receipts, proposing bookings and categories, recognising duplicate documents and answering the Customer's questions about its administration.
2. Processor does not use the Customer's Personal Data to train third-party AI models. Processor ensures that providers of AI models acting as Subprocessor are contractually excluded from using the data for training or their own purposes, and that they do not retain data longer than needed for delivery (except for any limited retention for abuse monitoring, as stated in Annex 3).
3. Processor does not use the Customer's documents and other data to train algorithms or AI models. Processor may use the Customer's data, including bookings and documents, to analyse and solve a fault in the processing for that Customer. These safeguards apply: (a) only designated employees have access; (b) the data is not provided to third parties, except to Subprocessors in Annex 3; (c) the copy is deleted as soon as the analysis is finished, at the latest after 14 days; (d) Processor records each copy. Processor uses the Customer's data to test changes to the Service only if the Customer has given consent In Writing in advance. Processor may further improve the Service on the basis of anonymised or aggregated data that cannot be traced to a Data Subject or the Customer.
4. Outputs of the AI Functionality are proposals. The Customer (or its Accountant) remains responsible for checking and recording bookings and tax returns. The Service takes no solely automated decisions with legal effects for Data Subjects within the meaning of article 22 GDPR.
5. In designing and using the AI Functionality, Processor takes into account the obligations of Regulation (EU) 2024/1689 (AI Act) where applicable.

Article 9 – Rights of Data Subjects

1. Processor assists the Customer, as far as reasonably possible, in answering requests from Data Subjects for access, rectification, erasure, restriction, portability or objection. The Service contains functions with which the Customer can view, change and delete data. Processor provides a data export on request.
2. If Processor directly receives a request from a Data Subject, Processor forwards it to the Customer within 5 working days and does not respond on the substance, unless the Customer instructs it to.
3. Processor may charge reasonable costs for assistance beyond the standard functions of the Service, after notifying the Customer in advance. A data export is always free of charge.

Article 10 – Data Breaches

1. Processor reports a Data Breach affecting the Customer's Personal Data without undue delay and at the latest within 36 hours after discovering it. This allows the Customer to meet its 72-hour duty to report to the Dutch Data Protection Authority.
2. The report contains, as far as known: the nature of the Data Breach, the categories and estimated number of Data Subjects and data concerned, the likely consequences, the measures taken and proposed, and a contact person. Processor provides information not yet known as soon as possible.
3. Processor immediately takes all reasonable measures to limit the Data Breach and prevent recurrence, and keeps the Customer informed.
4. Reporting to the Dutch Data Protection Authority and to Data Subjects is the Customer's responsibility. An Accountant acting as processor informs its Client. Processor does not report itself, unless the law requires it or the Customer asks In Writing.
5. Processor keeps a register of all Data Breaches affecting the Customer.

Article 11 – Cooperation and DPIA

1. Processor gives the Customer reasonable cooperation with a data protection impact assessment (DPIA) and any prior consultation of the Dutch Data Protection Authority, as far as this relates to the Service.
2. On request, Processor provides the Customer with all information reasonably needed to demonstrate compliance with article 28 GDPR.
3. Processor keeps a record of processing activities as referred to in article 30(2) GDPR.

Article 12 – Audit

1. Processor demonstrates compliance with this agreement primarily through documentation, such as a description of the security measures, certifications or assurance reports of its hosting party, a report of an internal security audit or a completed security questionnaire.
2. If that documentation is reasonably insufficient, the Customer may have an audit carried out at most once per calendar year by an independent expert bound to confidentiality. This may be more frequent on a concrete suspicion of a serious shortcoming or after a Data Breach.
3. The Customer announces an audit in writing at least 30 days in advance. The audit does not disproportionately disturb Processor's business and is limited to the Processing for the Customer. Data of other customers is not viewed.
4. The audit costs are for the Customer, unless the audit shows a significant shortcoming on the part of Processor. Processor remedies identified shortcomings within a reasonable period.

Article 13 – Liability

1. Each Party is liable for damage resulting from its own attributable failure to perform this agreement or the GDPR, in accordance with article 82 GDPR.
2. Processor's liability under this agreement is limited to the amount the Customer paid to Processor in the 12 months before the event causing the damage, with a maximum of € 10,000 per event and € 25,000 per calendar year. This does not apply in the case of intent or conscious recklessness of Processor or its management.
3. An administrative fine is borne by the Party to whom the violation is attributable.
4. In all other respects article 13 of the Terms of Service applies.

Article 14 – Term and termination

1. This agreement applies as long as the Main Agreement runs and thereafter as long as Processor still processes the Customer's Personal Data.
2. This agreement cannot be terminated separately from the Main Agreement.
3. Obligations intended by their nature to continue after termination, such as confidentiality and liability, remain in force.

Article 15 – Return and deletion

1. At the Customer's request, made within 30 days after termination of the Main Agreement, Processor provides free of charge an export of the administration and the underlying documents in a structured, commonly used and machine-readable format. The Customer makes this request In Writing from the email address of the account owner, or shows in another way that it is authorised. After termination the Customer no longer has access to the administration in the Service (article 14 Terms of Service), except as set out in paragraph 3.
2. After termination Processor deletes or anonymises the Personal Data not covered by paragraph 3, unless a legal obligation requires Processor to keep it longer. Deletion from back-ups follows the fixed back-up cycle, at the latest within 90 days.
3. **Tax retention duty.** The Customer itself is responsible for meeting the tax retention duty of 7 years (article 52 of the Dutch General Tax Act) and, where applicable, 10 years for data on real estate. To support the Customer, Processor keeps the Customer's administration, including invoices, receipts and other documents, after termination on behalf of the Customer for 7 years. On request, Processor makes the retained administration available to the Customer within a reasonable period. The Customer itself exports data it must keep longer before that period ends. The Customer may request In Writing that the administration be deleted earlier; it then remains responsible for its retention duty. After the retention period Processor deletes the administration.
4. **Accountants.** If an Accountant ends its use of the Service, or a Client ends the relationship with the Accountant, Processor provides on request an export of that Client's administration (paragraph 1), so that the Client or another Accountant can take it over. Processor provides such an export only on the written instruction of the Accountant, or of the Client if the Client itself is the Customer for the administration concerned.
5. Processor carries out a deletion request within a reasonable period, at the latest within 90 days, and confirms in writing on request that the deletion has taken place.

Article 16 – Changes

1. Processor may change this agreement if this is needed because of changes in laws and regulations or in the Service, provided the level of protection for the Personal Data does not fall.
2. Processor announces material changes at least 30 days in advance, by email and a notice in the Service. The Customer accepts a material change again on its next use of the Service after the effective date. If the Customer does not agree with a change that materially limits its rights, it may terminate the Main Agreement as of the effective date of the change.

Article 17 – Final provisions

1. Dutch law applies to this agreement. If the Dutch and the English text differ, the Dutch text prevails.
2. Disputes are submitted to the competent court in Amsterdam, unless mandatory law provides otherwise.
3. If a provision proves void or voidable, the other provisions remain in force. The Parties then replace the invalid provision with a valid one that matches its intent as closely as possible.
4. The Customer addresses questions about this agreement and notices under it to support@airbill.app, and security incidents and vulnerabilities to security@airbill.app. Processor sends notices to the email address of the account owner, or gives them through a notice in the Service. The Customer ensures that a current email address is entered in the Service.

Annex 1 – Specification of the Processing

Item	Description
Nature and purpose	Providing the Service: creating and sending invoices; reading and recognising purchase invoices, receipts and bank statements (OCR and AI); fetching and reconciling bank transactions; proposing and recording bookings; preparing VAT returns, reports and exports; cooperation between End User and Accountant; viewing the administration to solve support questions and faults; back-up and security
Data Subjects	End Users and their employees; Clients of Accountants and their employees; customers, suppliers and contact persons of the Customer or Client; recipients and counterparties of payments; employees (as far as included in the administration)
Categories of personal data	Name and contact details (address, email, telephone); company details of sole traders and general partnerships (Chamber of Commerce number, VAT number); IBAN and account holder; transaction data (amounts, dates, descriptions, counter accounts); content of invoices, receipts and other documents; booking data; user and log data (account, IP address, activity)
Special categories	Not intended. May occasionally appear in documents or transaction descriptions (for example healthcare or trade union costs). BSN only where legally required or permitted (article 3(6))
Duration	Term of the Main Agreement, plus the periods in article 15
Location	Within the EEA, unless stated otherwise in Annex 3

Annex 2 – Technical and organisational security measures

Access and identity

- Two-step verification (MFA) available in the accountant portal.
- Role-based access within the Service, including separate rights for Accountants and employees of the Customer.

- Employee access to production data only as far as needed for their task (need-to-know).
- Immediate withdrawal of access rights when employment ends.

Encryption

- Encryption of data in transit (TLS 1.2 or higher).
- Encryption of stored data and back-ups (AES-256 or equivalent).
- Management of keys and secrets in a dedicated facility.

Infrastructure and continuity

- Database, authentication and storage at Supabase (managed Postgres) on AWS in Frankfurt, Germany. The APIs and their logs are at Google Cloud in the Netherlands. The accountant portal and the web app run on Vercel in Frankfurt. Firewalls to prevent unauthorised access.
- Logical separation of data between customers.
- Daily back-ups of the database by Supabase.
- Monitoring, alerting and central logging of security events.

Development and operations

- Secure development: code review, separation of development, test and production environments, production data in test or analysis environments only under the conditions of article 8.3, including consent In Writing for tests.
- Timely patching of systems and dependencies; periodic vulnerability scans.
- Periodic internal security audits.

Organisation

- Annual awareness training on information security and privacy.
- Designated person responsible for privacy and information security: Martijn Migchelsen, Chief Data Officer.

Vulnerabilities

- Responsible disclosure policy following the Coordinated Vulnerability Disclosure guideline of the Dutch NCSC; reports through security@airbill.app and /.well-known/security.txt.
- Confirmation of receipt of a report within 2 working days; first assessment and remediation period within 5 working days.
- Scope: airbill.app and subdomains, the accountant portal (acc.airbill.app), the AirBill API and the iOS and Android apps.

Annex 3 – Subprocessors

Subprocessor	Service	Processing location	Transfer mechanism
Supabase Pte. Ltd (Singapore)	Database, authentication and document storage	Germany (AWS Frankfurt); support from the US	SCCs (modules 2 and 3) in Supabase's data processing agreement (version 1 August 2026)
Google Cloud	Hosting of the AirBill APIs and their logs	Netherlands	n/a (EU)

Subprocessor	Service	Processing location	Transfer mechanism
Vercel Inc.	Hosting of the accountant portal and the web app	Functions: Germany (Frankfurt). Static files: Vercel's global network. Account and platform data: US	EU-US Data Privacy Framework (Vercel Inc. certified) and SCCs in Vercel's data processing agreement
Google Cloud Vertex AI (Gemini)	AI: extracting data from invoices and receipts, classifying bookings, matching transactions, answering questions	EU (Vertex AI, EU region)	n/a (EU); data processing agreement with Google; no model training. If Google's safety filters signal possible abuse, Google may keep the prompt for abuse monitoring for at most 90 days, in the same region
Plus Five Five, Inc. (Resend)	Sending all email from the Service and receiving forwarded documents	Sending and receiving: Ireland (AWS). Account data, email metadata and logs: US	SCCs in Resend's data processing agreement and the EU-US Data Privacy Framework
650 Industries, Inc. (Expo)	Push notifications to the app	US	EU-US Data Privacy Framework (650 Industries, Inc. certified) and SCCs (module 2) in Expo's terms
Ntropy	Enrichment of bank transactions: category and logo of the counterparty	EU (Ireland, AWS)	EU Standard Contractual Clauses (SCCs)
Salt Edge Limited	Bank connections (PSD2 account information, licensed AISP)	EU (Germany, Finland, Ireland); support access from the United Kingdom, Canada and Moldova	Adequacy decisions (United Kingdom, Canada); EU Standard Contractual Clauses for other access
Exact Online	Synchronising bookings and administrative data, only if the Customer activates the integration	EU (Ireland)	n/a (EU)
Nmbrs B.V.	Integration with the payroll administration, only if the Customer activates the integration	Netherlands	n/a (EU)
SureSync	Filing VAT returns with Digipoort (Dutch Tax Administration)	EU (Ireland, AWS)	n/a (EU)
Chamber of Commerce, overheid.io	Looking up company details	Netherlands	n/a (EU)
Functional Software, Inc. (Sentry)	Crash reporting	EU (Frankfurt, Germany) for error data; account and organisation data in the US	EU-US Data Privacy Framework; EU Standard Contractual Clauses as fallback in Sentry's data processing agreement

Payments on invoices that the Customer sends through AirBill are processed by Mollie B.V. Mollie acts as an independent controller and is therefore not a Subprocessor under this agreement. Mollie's terms and privacy policy apply to that processing.

A Subprocessor established in the US, or its staff, may have access to the data from the US, even if storage takes place in the EU. That transfer takes place on the basis of the stated mechanism (article 7).

Acceptance

The Customer accepts this agreement electronically when creating an account in the AirBill app or the accountant portal, by ticking the dedicated checkbox. Processor records each acceptance with the user, the account, the version, the date and the time. Existing Customers accept the agreement on their next use of the Service, also if they are already logged in. The Customer can always download the accepted version in its account settings. Tally AI B.V. keeps concluded data processing agreements for ten years.