

DATA PROCESSING AGREEMENT

(This Agreement forms part of the customer terms of service)

Parties

****Customer (Controller):**** _____

****Registered Address:**** _____

and

****TA Developer Pty Ltd****, 6 Cape Martin Lane, Varsity Lakes QLD 4227, Australia ("Processor").

The Controller and the Processor are together referred to as the "Parties" and individually as a "Party".

Recitals

WHEREAS, the Controller subscribes to the BillBjorn and Scan2Invoice services provided by the Processor;

WHEREAS, the Parties wish to supplement their principal agreement with this Agreement to ensure compliance with Regulation (EU) 2016/679 (the General Data Protection Regulation) and the UK GDPR;

WHEREAS, this Agreement sets out the Parties' respective rights and obligations regarding the Processing of Personal Data.

1. Definitions

Terms capitalised but not otherwise defined in this Agreement have the meanings given in the principal agreement.

(a) "Applicable Data Protection Laws" means the GDPR, the UK GDPR, and any other data protection laws that apply to the Processing of Controller Personal Data.

(b) "Controller Personal Data" means Personal Data Processed by the Processor on behalf of the Controller under the principal agreement.

(c) "Contracted Processor" means a Subprocessor engaged by the Processor.

(d) "EEA" means the European Economic Area.

(e) "Personal Data", "Personal Data Breach", "Processing", "Data Subject", "Supervisory Authority" and "Controller" have the meanings set out in the GDPR.

(f) "Standard Contractual Clauses" means the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 (modules 2 and 3, as applicable), together with the UK International Data Transfer Addendum (version B1.0).

2. Processing on Documented Instructions

The Processor shall Process Controller Personal Data only on documented instructions from the Controller, unless Processing is required by Applicable Data Protection Laws, in which case the Processor shall inform the Controller unless prohibited by law.

The Controller instructs the Processor to Process Controller Personal Data to provide the services described in the principal agreement and further detailed in Annex 1.

3. Processor Personnel

The Processor shall ensure that all persons authorised to Process Controller Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4. Security of Processing

Taking into account the state of the art, costs of implementation, and the nature, scope, context and purposes of Processing, as well as the risks to individuals, the Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as described in Annex 2.

The Processor shall regularly review and update such measures to maintain their effectiveness.

5. Subprocessors

The Controller authorises the Processor to engage the Subprocessors listed in Annex 3 and at <https://www.billbjorn.com/gdpr/subprocessors/>.

The Processor shall impose equivalent data protection obligations on its Subprocessors and shall remain fully liable for their performance.

The Processor shall notify the Controller prior to appointing new Subprocessors and give the Controller the opportunity to object on reasonable data protection grounds.

6. Data Subject Rights

Taking into account the nature of the Processing, the Processor shall assist the Controller by appropriate technical and organisational measures in fulfilling the Controller's obligations to respond to Data Subject requests under Applicable Data Protection Laws.

The Processor shall promptly notify the Controller if it receives a request from a Data Subject and shall not respond except on the Controller's documented instructions or as required by law.

7. Personal Data Breaches

The Processor shall notify the Controller without undue delay after becoming aware of a Personal Data Breach affecting Controller Personal Data.

The Processor shall provide the Controller with all information reasonably required to meet its reporting obligations and shall cooperate with remediation efforts.

8. Data Protection Impact Assessments

The Processor shall provide reasonable assistance to the Controller with data protection impact assessments and prior consultations with supervisory authorities where required under Articles 35 or 36 GDPR.

9. Return or Deletion

Upon termination or expiry of the services, the Processor shall delete Controller Personal Data or return it to the Controller, at the Controller's choice, unless storage is required by law.

The Processor's practice is to delete Controller Personal Data from active systems within 90 days of termination and from encrypted backups within 180 days unless earlier deletion is requested.

10. Audits

Upon reasonable notice, the Processor shall make available to the Controller information necessary to demonstrate compliance with this Agreement and shall allow for audits conducted by the Controller or its auditor, limited to once per year unless required by a supervisory authority or following a breach.

11. International Transfers

The Processor shall not transfer Controller Personal Data outside the EEA or UK unless it has ensured appropriate safeguards under Chapter V GDPR.

For transfers to the Processor or Subprocessors outside the EEA/UK, the Standard Contractual Clauses and UK Addendum are incorporated by reference, with Annexes 1 and 2 applying as set out in this Agreement.

12. Miscellaneous

This Agreement is governed by the law of the principal agreement, unless otherwise required by Applicable Data Protection Laws.

In the event of conflict between this Agreement and the principal agreement, this Agreement shall prevail for data protection matters.

Annex 1 – Data Processing Details

Subject matter: Delivery of the BillBjorn and Scan2Invoice platforms, including document ingestion, data extraction, search, integrations, and support.

Duration: For the term of the principal agreement and the retention period described in clause 9.

Nature and purpose: Hosting, storing, indexing, converting, and transmitting documents and metadata, together with optional integrations enabled by the Controller.

Categories of Personal Data: User account details, contact details, authentication data, transactional and billing data, supplier and customer information in uploaded documents, and any other Personal Data the Controller chooses to process.

Categories of Data Subjects: Controller personnel, customers, suppliers, and individuals referenced within documents uploaded by the Controller.

Frequency of transfers: Continuous for the duration of the principal agreement.

Annex 2 – Technical and Organisational Measures

- Hosting on Google Cloud Platform with multi-zone redundancy and IAM-restricted access.
- Encryption in transit (TLS 1.2+) and encryption at rest for databases, storage, and backups.
- Secret management via Google Secret Manager with role-based staff access.
- Continuous monitoring, logging, and alerting with Google Cloud Logging, Sentry, and custom rate limiting.
- Regular vulnerability scanning, dependency management, and penetration testing.
- Incident response and breach notification procedures aligned with GDPR requirements.

Annex 3 – Authorised Subprocessors

Subprocessor	Location	Service	Required/Optional
Google Cloud Platform	United States	Cloud infrastructure & data processing	Required
Elastic Cloud (App Search)	United States	Search & analytics	Required
AWS (SES & S3)	United States	Email & storage	Required
FastSpring	United States	Payment processing & tax collection	Required
Freshdesk	United States	Helpdesk & support	Required
Drip	United States	Email marketing & messaging	Required
Sentry	United States	Error monitoring & telemetry	Required
ipapi (APILayer)	European Union	IP-based geolocation for consent management	Required
Google Marketing Platform	United States	Analytics & marketing (consent-dependent)	Optional
Google Fonts	United States	Hosted fonts for websites	Required
Zapier	United States	Automation workflows	Optional
Intuit QuickBooks Online	United States	Accounting integration & SSO	Optional
Xero	New Zealand	Accounting integration & SSO	Optional
Sage Accounting	United Kingdom	Accounting integration	Optional
MYOB Business	Australia	Accounting	Optional

		integration	
FreshBooks	Canada	Accounting integration & SSO	Optional

Signatures

Signed for and on behalf of the Controller:

Name: _____

Title: _____

Date: _____

Signed for and on behalf of TA Developer Pty Ltd:

Name: _____

Title: _____

Date: _____