

# Data Processing Agreement

Smart Finance Workflows

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<b>Version</b>	v1.5 — May 2026
<b>Date</b>	May 2026
<b>Provider</b>	Multifinance B.V.
<b>Chamber of Commerce</b>	20171098
<b>Address</b>	High Tech Campus 5, 5656 AE Eindhoven, The Netherlands
<b>Contact</b>	info@smartfinanceworkflows.com

**This Data Processing Agreement forms an integral part of the Terms of Service and applies automatically from the moment of registration.**

## 1. Parties and roles

Role	Party
Controller	The Customer: the business using Smart Finance Workflows
Processor	Multifinance B.V., operator of Smart Finance Workflows

## 2. Subject matter of processing

Multifinance B.V. processes personal data solely for the purpose of delivering the Service, based on the actions performed by the Customer and its users within the platform.

Category of data subjects	Categories of personal data
Users of the Customer	Name, business email address, job title, mobile number (for MFA)
Customer's business relations	Name, address, VAT number, Chamber of Commerce number, invoice data

### 3. Obligations of Multifinance B.V. as processor

- Processing solely for the purpose of delivering the Service and based on the actions performed by the Customer and its users within the platform. If Multifinance B.V. considers that a processing activity is in breach of the GDPR, it will notify the Customer immediately.
- Confidentiality: employees of Multifinance B.V. with access to personal data are contractually bound to confidentiality.
- Appropriate technical and organisational security measures (see article 6).
- Cooperation with audits by or on behalf of the Customer, at most once per year — or more frequently if required by law or with good cause — during business hours and at the Customer's expense, following reasonable prior notice of at least four weeks. Audits do not provide access to data of other customers and must not disproportionately disrupt Provider's operations or security. Provider may provide a recent third-party audit report in lieu of an on-site audit.
- Notification of a personal data breach to the Customer in accordance with article 7.

### 4. Sub-processors

Multifinance B.V. engages the following sub-processors:

Sub-processor	Role and location
Hetzner Online GmbH	Cloud infrastructure and data storage — Germany
Lettermint	Transactional email — Netherlands
Anthropic Ireland, Limited	AI processing — Ireland
Mistral AI SAS	AI processing — France

Data is not used by AI processors to train models. AI processing takes place solely for the purpose of responding to your AI input or instructions.

### 5. Data subject rights

Requests from data subjects received by Multifinance B.V. that relate to data for which the Customer is the controller will be forwarded to the Customer. Multifinance B.V. will provide technical assistance in fulfilling such requests.

## 6. Security

- Encrypted connections (HTTPS/TLS 1.2+) for all communication between users and the platform, and for all outgoing connections to external service providers.
- Multi-factor authentication (MFA) mandatory for all platform users.
- Role-based access control — staff have access only to data necessary for their role.
- Regular backups (backups are overwritten within 30 days).
- Systems are regularly updated with security patches.

## 7. Personal data breaches

Multifinance B.V. will notify the Customer without undue delay after confirming a personal data breach, and where possible within 48 hours. The notification will contain the information known at that time about the nature of the breach. Additional information will be provided as it becomes available. The Customer is responsible for assessing whether the breach must be reported to the relevant supervisory authority and/or the data subjects, in accordance with Articles 33 and 34 GDPR.

## 8. Retention and deletion

Following termination of the Agreement, the Customer has 90 days to export its data. In the event of termination due to non-payment, the export window is 30 days. The Customer remains at all times responsible for complying with its own statutory retention obligations. After the export window, Multifinance B.V. will delete all Customer data.

## 9. Liability and governing law

The liability of Multifinance B.V. as processor is limited to the amount established in the Terms of Service. This agreement is governed by Dutch law. In the event of any conflict between this Data Processing Agreement and the Terms of Service, the provisions of this Data Processing Agreement shall prevail.

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