

THAIRO STUDIOS

AIRO AI — Verwerkersovereenkomst

Version: May 2026

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Introduction

This Data Processing Agreement ('Agreement') is concluded between Thairo Studios as Processor and the Client as Controller. The Agreement applies to all processing of personal data carried out in the context of the AIRO AI services and has been drawn up in accordance with Article 28 of the General Data Protection Regulation (GDPR).

Article 1 – Parties and Definitions

- 1.1. Controller: the Client, being the natural person or legal entity that determines the purposes and means of processing personal data.
 - 1.2. Processor: Thairo Studios, established at Minerva 11, 6121NP Born, the Netherlands (Chamber of Commerce 42027881), processing personal data on behalf of the Controller.
 - 1.3. Personal Data: any information relating to an identified or identifiable natural person, as defined in the General Data Protection Regulation (GDPR).
 - 1.4. Processing: any operation performed on personal data, as described in Article 4 of the GDPR.
 - 1.5. Data Subject: the natural person to whom the personal data relates (e.g. employees, customers or visitors of the Controller).
 - 1.6. Data Breach: a breach of security leading to accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of personal data, as defined in Article 4(12) GDPR.
 - 1.7. Sub-processor: a third party engaged by the Processor to process personal data on behalf of the Controller.
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Article 2 – Subject and Purposes of Processing

- 2.1. The Processor processes personal data solely for the purpose of providing the AIRO AI services agreed upon in the main agreement between the parties.
- 2.2. Processing takes place exclusively on the instructions of and for the benefit of the Controller. The Processor never processes personal data for its own purposes.
- 2.3. Categories of personal data that may be processed include: name and contact details (name, email address, phone number), communication data (WhatsApp messages, emails), website usage data (leads, form data, behavioural data), and business-related data of employees and customers of the Controller.
- 2.4. Data subjects are: employees, customers, visitors and leads of the Controller.

2.5. The Processor does not process special categories of personal data as referred to in Article 9 GDPR, unless explicitly agreed in writing and permitted by applicable law.

Article 3 – Obligations of the Processor

3.1. The Processor processes personal data solely on the basis of documented instructions from the Controller, unless a legal obligation requires otherwise.

3.2. The Processor ensures that persons authorised to process personal data are bound by confidentiality or subject to an appropriate statutory obligation of confidentiality.

3.3. The Processor notifies the Controller of any (suspected) data breach as soon as possible, and no later than 72 hours after becoming aware of it.

3.4. The Processor assists the Controller, taking into account the nature of the processing, in fulfilling its obligations to respond to requests from data subjects.

3.5. The Processor makes available to the Controller all information necessary to demonstrate compliance with the obligations under Article 28 GDPR.

Article 4 – Security

4.1. The Processor implements appropriate technical and organisational measures to protect personal data against loss, unauthorised access, alteration or disclosure.

4.2. Measures include at a minimum: encrypted data storage and transfer (TLS/SSL), access control based on the principle of least privilege, regular backups, and staff awareness training.

4.3. The Processor regularly evaluates the effectiveness of the security measures and updates them as necessary based on the state of the art.

4.4. The Processor only grants access to personal data to personnel strictly necessary for the delivery of the agreed services.

Article 5 – Sub-processors

5.1. The Processor uses the following sub-processors for AIRO AI services: Anthropic PBC (Claude AI, USA), Meta Platforms Ireland Ltd. (WhatsApp Business API, Ireland/USA), and other cloud infrastructure providers compliant with GDPR requirements.

5.2. The Processor imposes the same data protection obligations on sub-processors as set out in this agreement, via a written contract.

5.3. The Processor notifies the Controller in advance and in writing of any intended changes to sub-processors, allowing the Controller to object. Objections must be submitted in writing within 14 days.

5.4. For transfers of personal data outside the EEA, the Processor ensures adequate safeguards are in place in accordance with Chapter V of the GDPR (e.g. standard contractual clauses).

Article 6 – Rights of Data Subjects

6.1. The Processor assists the Controller in handling requests from data subjects in a timely and correct manner, including access, rectification, erasure, restriction of processing, data portability and objection.

6.2. If a data subject contacts the Processor directly, the Processor forwards the request to the Controller, unless explicitly agreed otherwise.

6.3. The Processor does not independently respond to requests from data subjects without the explicit authorisation of the Controller.

Article 7 – Confidentiality

7.1. The Processor and all its employees or engaged third parties are obliged to maintain confidentiality regarding all personal data they encounter in the course of providing the services.

7.2. This confidentiality obligation applies indefinitely, including after termination of the agreement.

7.3. The confidentiality obligation does not apply to information that is already publicly available or whose disclosure is required by law.

Article 8 – Duration and Termination

8.1. This data processing agreement is in force for as long as the Processor processes personal data under the main agreement, and ends automatically upon termination of the main agreement.

8.2. After termination, the Processor will, at the Controller's choice, return or delete all personal data, unless statutory retention obligations apply.

8.3. Confirmation of deletion is provided in writing upon request of the Controller, within 30 days of termination.

Article 9 – Liability and Disputes

9.1. The Processor's liability for damages resulting from an attributable failure to comply with this agreement is limited to direct damages and shall not exceed the amount paid for AIRO AI services in the twelve months preceding the damaging event.

9.2. Dutch law applies to this agreement. Disputes will be submitted to the competent court in the district of Limburg, unless the parties agree otherwise in writing.

9.3. This data processing agreement forms an integral part of the main agreement between the parties. In case of conflict, this agreement prevails with regard to the processing of personal data.

Signature

By agreeing to the services of Thairo Studios, the Client confirms having read and agreed to this Data Processing Agreement. A separate signature is not required; agreement via the main agreement suffices.