



Data Processing Agreement

Design Partner Edition · July 2026 · Version 1.0

This Data Processing Agreement ("**DPA**") is entered into between NarrEx ("**Processor**") and the firm identified in the design partner arrangement ("**Controller**"). It governs all processing of personal data and confidential business information submitted to the NarrEx platform and forms part of the design partner agreement between the parties.

1. Definitions

Controller. The firm accessing NarrEx under a design partner arrangement, determining the purposes and means of processing.

Processor. NarrEx, operated by Giovanni N'Soukpoe (Luxembourg), which processes data on behalf of the Controller.

Personal Data. Any information relating to an identifiable natural person included in materials uploaded to the platform.

Deal Materials. Investment materials (PDF), financial models (XLSX), and any other documents uploaded by the Controller for analysis.

2. Scope and Purpose of Processing

NarrEx processes Deal Materials solely on the documented instructions of the Controller and solely to perform document verification analysis as described in the platform documentation — including figure and claim extraction, financial model comparison, and generation of credibility assessments, reconciliation registers, or risk-rated findings registers depending on the workspace configured for the Controller. NarrEx does not process Deal Materials for marketing, product development, or AI model training purposes. If NarrEx is required by law to process data for any other purpose, it will inform the Controller before doing so unless prohibited by law.

3. Subprocessors and International Data Transfers

All data is stored in the EU region where technically possible. The following subprocessors are engaged:

Subprocessor	Purpose	Location
Supabase (AWS)	Database and authentication	EU (eu-west-1)
Railway	Application hosting	EU region
Anthropic	AI extraction (API calls only)	United States
Formspree	Contact form submissions only	United States

All data is encrypted at rest (AES-256) and in transit (TLS 1.2+). Anthropic does not retain document content beyond the API call and does not use API inputs for model training by default. International transfers to Anthropic for API processing are governed by Anthropic's Standard Contractual Clauses (SCCs) pursuant to Article 46 GDPR. A copy of Anthropic's SCCs is available on request.

NarrEx will inform the Controller of any intended changes to the subprocessor list, giving the Controller the opportunity to object before changes take effect.

4. Data Retention and Deletion

Deal Materials are retained for the duration of the design partner arrangement unless earlier deletion is requested. Upon termination, the Controller may request full deletion of all data by contacting g.nsoukpoe@narrex.app. NarrEx will complete deletion within 30 days of a verified request and confirm in writing.

5. Access Controls and Confidentiality

Access to NarrEx requires a firm-specific access code issued directly by NarrEx. All analyses are firm-scoped. As a matter of policy, NarrEx personnel do not access firm data other than as necessary to resolve a support issue, comply with a legal obligation, or as otherwise permitted under this DPA. Access controls for NarrEx personnel are currently organisational rather than automated; NarrEx is a small early-stage team and this is an area of active development as the platform scales. All NarrEx staff with infrastructure access are bound by written confidentiality obligations.

6. Data Subject Rights

NarrEx will assist the Controller in fulfilling its obligations to respond to data subject rights requests under GDPR Chapter III, including requests for access, rectification, erasure, restriction of processing, and data portability. Where a data subject contacts NarrEx directly regarding their personal data, NarrEx will promptly forward the request to the Controller. NarrEx will not respond to data subject requests directly without the Controller's authorisation unless required by law.

7. Controller Obligations

The Controller warrants that it has the lawful right to upload and process the Deal Materials submitted to the platform. The Controller is responsible for ensuring its use complies with applicable data protection laws and for providing any notices to data subjects required by GDPR.

8. Security and Incident Response

NarrEx maintains appropriate technical and organisational measures including AES-256 encryption at rest and TLS 1.2+ in transit. In the event of a confirmed personal data breach, NarrEx will notify the Controller without undue delay and in any event within 72 hours of becoming aware. Notification will include the nature of the breach, data affected, likely consequences, and measures taken or planned. Security disclosures: g.nsoukpoe@narrex.app.

9. Audit Rights and Compliance

NarrEx will make available to the Controller all information reasonably necessary to demonstrate compliance with the obligations in this DPA and under Article 28 GDPR. NarrEx will allow for and contribute to audits and inspections conducted by the Controller or a mandated auditor, subject to

reasonable notice and confidentiality obligations. NarrEx will immediately inform the Controller if it believes any instruction from the Controller infringes GDPR or applicable data protection law.

10. Applicable Law and GDPR

This DPA is governed by the laws of the Grand Duchy of Luxembourg. Where the Controller is subject to GDPR, NarrEx acts as a data processor within the meaning of Article 28 GDPR. A supplementary GDPR addendum and standard contractual clauses are available on request from g.nsoukpoe@narrex.app.

Execution

By signing below, both parties agree to the terms of this Data Processing Agreement. This DPA may be executed electronically.

Processor — NarrEx

Signature

Name: Giovanni N'Soukpoe

Title: Founder

Organisation: NarrEx

Date: _____

Controller — Design Partner

Signature

Name: _____

Title: _____

Organisation: _____

Date: _____

This document does not constitute legal advice. A full legal review is recommended before institutional rollout.
NarrEx Data Processing Agreement · Design Partner Edition · July 2026 · g.nsoukpoe@narrex.app