

Data Processing Agreement (DPA)

pursuant to Art. 28 GDPR — Fynton (fynton.ai) · Last updated: July 2026

between **FjordPoint Capital GmbH**, Im Prüfling 2, 60389 Frankfurt am Main, Germany (“Processor”) and the customer identified in the Fynton account (“Controller”).

1. Subject matter and duration

This DPA governs the processing of personal data by the Processor in connection with Fynton (fynton.ai). It is effective for the duration of the subscription and terminates upon account deletion.

2. Nature and purpose of processing

- Matching the Controller's fundraising mandate against investor profiles
- Generating investor intelligence and outreach recommendations
- Storing accepted, declined, and known investor records
- Where enabled: processing email content (body text, encrypted at rest) to generate relationship intelligence

3. Personal data and data subjects

Types of data: names, titles, firm affiliations, professional contact details, mandate data, email body content (where email integration is enabled).

Data subjects: investors, LPs, allocators and their representatives; third parties in the Controller's connected email account.

4. Processor obligations

- 4.1 Process data only on the Controller's instructions (deemed given by use of the Service).
- 4.2 Ensure all authorised persons are bound by confidentiality.
- 4.3 Implement appropriate technical and organisational measures per Art. 32 GDPR, including encryption of email body content at rest.
- 4.4 Not engage sub-processors beyond those listed in Section 6 without notifying the Controller (14-day objection window).
- 4.5 Forward data subject requests (Art. 15–22 GDPR) to the Controller without undue delay.
- 4.6 Assist with Art. 32–36 GDPR obligations (security, breach notification, DPIA).
- 4.7 Delete all personal data within 30 days of account termination.
- 4.8 Provide information necessary to demonstrate Art. 28 GDPR compliance; support audits (reasonable costs may apply beyond standard documentation).

5. Controller obligations

- 5.1 Ensure a lawful basis for all processing instructed under this DPA.
- 5.2 Use the Service in accordance with applicable data protection law.
- 5.3 Notify the Processor of any known data errors affecting data subjects.

6. Sub-processors

Sub-processor	Purpose	Location
---------------	---------	----------

Supabase Inc.	Database and authentication	EU (Frankfurt)
Render Services, Inc.	Application hosting	EU (Frankfurt)
Stripe Payments Europe, Ltd.	Payment processing	Ireland (EU)
OpenAI (OpenAI Ireland Ltd.)	AI processing	EU / USA (SCCs)
PostHog, Inc.	Analytics	EU (EU-hosted)
Google Ireland Limited	OAuth login, email integration	Ireland (EU)

DPAs concluded with all sub-processors. SCCs in place where applicable.

7. International transfers

Transfers outside the EU/EEA are based on Standard Contractual Clauses (Art. 46(2)(c) GDPR). PostHog is EU-hosted; no transfer applies.

8. Data breaches

The Processor notifies the Controller within 72 hours of becoming aware of a personal data breach, with the information required per Art. 33(3) GDPR.

9. Governing law

German law. Jurisdiction: Frankfurt am Main.

Accepted by the Controller by checking the acceptance box in the first-login Terms modal.

FjordPoint Capital GmbH · Im Prüfling 2, 60389 Frankfurt am Main, Germany · fynton@fjordpoint-capital.com · HRB 140804 (Amtsgericht Frankfurt am Main) · VAT ID DE458427914