

EXHIBIT 4

Data Processing Agreement

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This Data Processing Agreement (the "DPA") forms part of the Enterprise Platform Agreement between the Parties (together with its exhibits, the "Principal Agreement")

Between

tchop GmbH
Köpenicker Str. 148
10997 Berlin, Germany

(the "Processor")

And

The customer named in the Enterprise Platform Agreement

(the "Company")

– Processor and Company hereinafter jointly the "Parties" –

WHEREAS

- the Company acts as a controller within the meaning of the GDPR;
- the Company wishes to engage the Processor for services under the Principal Agreement which involve the processing of personal data;
- the Parties seek to implement a data processing agreement that complies with Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation);
- the Parties wish to lay down their rights and obligations;

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

Unless otherwise defined herein, capitalized terms and expressions used in this DPA shall have the following meaning:

- "DPA" means this Data Processing Agreement including the exhibits referenced herein;

- "Principal Agreement" means the Enterprise Platform Agreement between the Parties to which this DPA is attached as Exhibit 4, together with its exhibits;
- "Services" means the services provided by the Processor to the Company under the Principal Agreement, as described in particular in Exhibit 1 (Project Description) and Exhibit 2 (Functional and Performance Description);
- "Company Personal Data" means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Company pursuant to or in connection with the Principal Agreement;
- "Data Protection Laws" means the GDPR, the applicable data protection laws of the member states of the European Union (in particular, in Germany, the Bundesdatenschutzgesetz — BDSG) and, to the extent applicable, the data protection or privacy laws of any other country;
- "GDPR" means Regulation (EU) 2016/679 (General Data Protection Regulation);
- "EEA" means the European Economic Area;
- "Subprocessor" means any person or entity appointed by or on behalf of the Processor to Process Company Personal Data in connection with this DPA;
- "Standard Contractual Clauses" or "SCCs" means the standard contractual clauses for the transfer of personal data to third countries adopted by the European Commission in Implementing Decision (EU) 2021/914, as amended or replaced from time to time.

The terms "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

The Processor shall comply with all applicable Data Protection Laws in the Processing of Company Personal Data and shall not Process Company Personal Data other than on the Company's documented instructions, unless required to do so by European Union or Member State law to which the Processor is subject; in such a case, the Processor shall inform the Company of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

The Company instructs the Processor to Process Company Personal Data to the extent necessary for the provision of the Services. This DPA and the Principal Agreement constitute the Company's complete and final documented instructions at the time of signature. Individual instructions which deviate from or go beyond this DPA or the Principal Agreement must be given in written or text form; oral instructions shall be confirmed in written or text form without delay. Instructions requiring services not provided for in the Principal Agreement are treated as a request for a change of services.

The Processor shall immediately inform the Company if, in its opinion, an instruction infringes applicable Data Protection Laws. The Processor may suspend the execution of the instruction concerned until it has been confirmed or amended by the Company.

The subject-matter, nature and purpose of the Processing are the provision of the Services under the Principal Agreement. The duration of the Processing corresponds to the term of the Principal Agreement. The categories of Personal Data and the categories of Data Subjects are set out in Exhibit 5 (Data Processing Agreement — Data Categories).

3. Obligations of the Company

Within the scope of this DPA, the Company is solely responsible for compliance with the applicable Data Protection Laws, in particular for the lawfulness of the transfer of data to the Processor and for the lawfulness of the Processing (controller within the meaning of Art. 4 No. 7 GDPR).

The Company shall inform the Processor immediately and completely if it discovers errors or irregularities with regard to data protection provisions in the results of the Processing.

Each Party shall name to the other Party a contact person for data protection matters arising in connection with this DPA in the Enterprise Platform Agreement.

4. Processor Personnel

The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. These confidentiality obligations survive the termination of the respective employment or contractual relationship and the termination of this DPA.

5. Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

In assessing the appropriate level of security, the Processor shall take account in particular of the risks that are presented by the Processing, in particular from a Personal Data Breach. The Processor's current technical and organisational measures (TOM) are documented and shall be made available to the Company upon request. The Company is aware of the TOM and is responsible for ensuring that they provide a level of protection appropriate to the risks of the data to be processed.

6. Subprocessing

The Company grants the Processor a general authorisation to engage Subprocessors for the Processing of Company Personal Data. The Subprocessors engaged at the time of signature of this DPA are listed in Exhibit 6 (Data Processing Agreement — Current Subprocessors) and are hereby approved by the Company.

The Processor shall inform the Company in advance of any intended addition or replacement of a Subprocessor, thereby giving the Company the opportunity to object to such changes on reasonable data-protection grounds within fourteen (14) days of the notification. If the Parties cannot resolve a justified objection in good faith, the Company may terminate the affected Services in accordance with the Principal Agreement.

Where the Processor engages a Subprocessor, it shall impose on the Subprocessor, by way of a contract, in substance the same data protection obligations as set out in this DPA, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Processor remains fully liable to the Company for the performance of the Subprocessor's obligations.

7. Data Subject Rights

Taking into account the nature of the Processing, the Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligation to respond to requests for exercising Data Subject rights under the Data Protection Laws.

The Processor shall promptly notify the Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data, and shall not respond to that request except on the documented instructions of the Company or as required by applicable laws to which the Processor is subject, in which case the Processor shall, to the extent permitted, inform the Company of that legal requirement before responding to the request.

8. Personal Data Breach

The Processor shall notify the Company without undue delay upon becoming aware of a Personal Data Breach affecting Company Personal Data, providing the Company with sufficient information to allow the Company to meet its obligations to report to Supervisory Authorities or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. The Processor shall keep the Company informed of the status of the investigation and remediation.

The Processor shall co-operate with the Company and take such reasonable commercial steps as are directed by the Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

The Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and with prior consultations with Supervisory Authorities or other competent data privacy authorities, which the Company reasonably considers to be required by Articles 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to the Processing of Company Personal Data and taking into account the nature of the Processing and the information available to the Processor.

10. Deletion or Return of Company Personal Data

Upon cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), the Processor shall, at the Company's choice, return to the Company and/or delete, and procure the deletion by any Subprocessor of, all copies of Company Personal Data, promptly and in any event within ten (10) business days of the Cessation Date.

The foregoing does not apply to the extent that (i) storage of Company Personal Data is required by European Union or Member State law, in which case the Processor shall isolate and protect such data from further Processing except to the extent required by such law, or (ii) Company Personal Data is contained in backup systems, in which case such copies shall be deleted in accordance with the Processor's regular backup deletion cycles and shall remain subject to the protections of this DPA until deleted.

Upon the Company's request, the Processor shall provide written confirmation that it has fully complied with this section.

11. Audit Rights

The Processor shall make available to the Company on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of Company Personal Data.

Unless required otherwise by a Supervisory Authority, or unless there are indications of non-compliance or a Personal Data Breach has occurred, audits shall be limited to once per period of twelve (12) months, shall be announced with at least thirty (30) days' written notice, shall take place during regular business hours without unreasonably interfering with the Processor's business operations, and shall be subject to appropriate confidentiality undertakings. Each Party bears its own costs of an audit. The Processor may satisfy audit requests in the first instance by providing current attestations, certifications or audit reports of independent auditors.

The Processor may make audits conditional on the signing of an appropriate confidentiality undertaking, in particular with regard to the data of other customers. If an auditor mandated by the Company is in a competitive relationship with the Processor, the Processor has a right to object to that auditor. Inspections by a data protection supervisory authority remain unaffected; a

confidentiality undertaking is not required insofar as the authority is subject to a statutory duty of confidentiality.

12. International Data Transfers

The Processor shall not transfer Company Personal Data to countries outside the European Union and/or the European Economic Area unless appropriate safeguards within the meaning of Chapter V of the GDPR are in place. The Company hereby authorises transfers to the Subprocessors listed in Exhibit 6, provided such safeguards exist.

Unless agreed otherwise, the Parties shall rely on the Standard Contractual Clauses for transfers of personal data to third countries, or, for recipients in the United States that are certified under it, on the EU-U.S. Data Privacy Framework or a successor mechanism recognised by the European Commission.

Where the Company is established outside the EEA, any transfer of Company Personal Data from the Processor to the Company shall be governed by the Standard Contractual Clauses (Module Four: processor to controller), which are incorporated by reference, unless another valid transfer mechanism under Chapter V of the GDPR applies.

13. General Terms

Confidentiality. Each Party must keep this DPA and information it receives about the other Party and its business in connection with this DPA ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party, except to the extent that (i) disclosure is required by law, or (ii) the relevant information is already in the public domain.

Notices. All notices and communications given under this DPA must be in writing and will be delivered personally, sent by post or sent by e-mail to the address or e-mail address set out in the heading of this DPA, or at such other address as notified from time to time by the Parties.

Order of Precedence. In the event of any conflict or inconsistency between this DPA and the Principal Agreement with respect to the Processing of personal data, the provisions of this DPA shall prevail.

Severability. Should any provision of this DPA be invalid or unenforceable, the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either amended as necessary to ensure its validity and enforceability or interpreted in a manner that achieves, to the greatest extent possible, its economic and legal objective.

Liability. The Processor and the Company are liable to data subjects in accordance with Art. 82 GDPR. If a data subject brings claims under Art. 82 GDPR against one Party, the other Party shall support that Party in defending against the claim to the extent of its abilities.

Endangerment of Data. If Company Personal Data held by the Processor is endangered by attachment or seizure, by insolvency or composition proceedings, or by other events or measures

of third parties, the Processor shall inform the Company without delay. The Processor shall immediately inform all parties responsible in this context that sovereignty over and ownership of the data lie exclusively with the Company as controller.

Amendments. Amendments and additions to this DPA must be made in written or text form and must expressly state that they constitute an amendment to this DPA; this also applies to any waiver of this form requirement.

Governing Law and Jurisdiction. This DPA is governed by the laws of the Federal Republic of Germany. Any dispute arising in connection with this DPA which the Parties are not able to resolve amicably will be submitted to the exclusive jurisdiction of the courts of Berlin, Germany.

IN WITNESS WHEREOF, this DPA is entered into with effect from the date of the Principal Agreement.

tchop GmbH

Name: Heiko Scherer

Title: CEO

Date signed: _____

Customer (as named in the Enterprise Platform Agreement)

Name: _____

Title: _____

Date signed: _____