



Once fully executed, this Data Transfer Agreement forms a part of the agreement between Infobip and the Company for the provision of Infobip's Services.

How to execute this Data Transfer Agreement:

This Data Transfer Agreement consists of the EU Standard Contractual Clauses (Module 4) and has been pre-signed on behalf of Infobip.

To execute this Data Transfer Agreement, the Company needs to:

1. Complete the information as the "Company" on page 1 before the section "Introduction"
2. Complete the information as the "data importer" on page 4, section C. "DETAILS OF THE PARTIES"
3. Complete the information in the signature box and sign on page 4.
4. Send the completed and signed Data Transfer Agreement to Infobip via your Infobip business contact person (e.g., Customer Success Manager/Account Executive)

Upon Infobip's receipt of the validly completed and signed Data Transfer Agreement at the email addresses indicated above, it will become legally binding. **If you decide to use electronic signature, make sure to use a valid one** (e.g., a copied-and-pasted image of a signature on a PDF is not a valid form).

In case additional information or enquiries are necessary please contact your Infobip business contact person (e.g., Customer Success Manager/Account Executive/Telecom Partnership Manager).

DATA TRANSFER AGREEMENT

This **Data Transfer Agreement** is made and entered into between:

*Company name,
company registration
number (CRN),
headquarters address*

INFOBIP GmbH (Berlin-Charlottenburg, HRB: 185960), a company registered in Germany and whose registered office is situated at c/o Bird & Bird LLP, Maximiliansplatz 22, 80333 Munich, Germany,

hereinafter referred to as "Infobip" or "data exporter"

and

*Company name,
company registration
number (CRN),
headquarters address*

hereinafter referred to as "Company" or "data importer" and together with Infobip, the "Parties".

INFOBIP GmbH

Company registration number: Berlin-Charlottenburg, HRB: 185960 | E-mail: info@infobip.com

Office Address: c/o Bird & Bird LLP, Maximiliansplatz 22, 80333 Munich, Germany | Directors: Boris Pogačnik, Tomislav Pifer

www.infobip.com

The Parties agree as follows:

INTRODUCTION

Whereas

- a) The Parties have entered into one or more agreements (hereinafter: **"Main Agreement"**) that require the processing of personal data;
- b) In the course of the processing of personal data as defined in the Main Agreement it is necessary for Infobip to transfer, as data exporter, personal data to the Company, as data importer;
- c) The European Commission adopted the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council [2021] OJ L199/31 (hereinafter: **EU Standard Contractual Clauses**);

the Parties have agreed to the terms of this Data Transfer Agreement, repeal the EU's Standard Contractual Clauses for international data transfers that were in place before this Data Transfer Agreement entered into force, and implement its provisions with regard to the international data transfers subject to the European Union's data protection laws.

A. EU Standard Contractual Clauses

1. The EU Standard Contractual Clauses are hereby incorporated into this Data Transfer Agreement by this reference.
2. The Parties will apply the **Module Four** of the EU's Standard Contractual Clauses to international transfers of personal data carried out by any Infobip subsidiary or affiliate located in the European Union, acting as data exporter, to the Company, located in a third country for which the European Commission did not issue a decision on adequate level of personal data protection.
3. To implement the EU Standard Contractual Clauses the Parties agree:
 - a. Not to apply the optional docking clause in Clause 7;
 - b. Not to apply the Option in Clause 11;
 - c. To establish that the EU Standard Contractual Clauses are governed by law of Germany, in a way that paragraph reads as follows:
These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the laws of Germany..
 - d. To choose the jurisdiction of the courts of Germany (Munich) in Clause 18, in a way that paragraph reads as follows:
Any dispute arising from these Clauses shall be resolved by the courts of Germany (Munich).

B. ANNEX

1. List of Parties

INFOBIP GmbH

Company registration number: Berlin-Charlottenburg, HRB: 185960 | E-mail: info@infobip.com

Office Address: c/o Bird & Bird LLP, Maximiliansplatz 22, 80333 Munich, Germany | Directors: Boris Pogačnik, Tomislav Pišar

www.infobip.com

Data exporter(s): [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]: **Indicated in Section C of the data Transfer Agreement.**

Activities relevant to the data transferred under these Clauses: **Provision of data exporter's services to the data importer as described in the agreements for Infobip services between the parties.**

Signature and date: **Indicated in the signature chart of this Data Transfer Agreement.**

Role (controller/processor): **Processor**

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]: **Indicated in Section C of the Data Transfer Agreement.**

Activities relevant to the data transferred under these Clauses: **Provision of data exporter's services to the data importer as described in the agreements for Infobip services between the parties.**

Signature and date: **Indicated in the signature chart of this Data Transfer Agreement.**

Role (controller/processor): **Controller**

2. Description of transfer

Categories of data subjects whose personal data is transferred: **The same as described in the agreement signed between the data exporter and data importer in accordance with Art. 28 of the GDPR (data processing agreement).**

Categories of personal data transferred: **The same as described in the agreement signed between the data exporter and data importer in accordance with Art. 28 of the GDPR (data processing agreement).**

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: **Non-applicable.**

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): **Continuous basis.**

Nature of the processing and purpose(s) of the data transfer and further processing: **The same as described in the agreement signed between the data exporter and data importer in accordance with Art. 28 of the GDPR (data processing agreement).**

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: **Non-applicable.**

C. DETAILS OF THE PARTIES

The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Details of the Parties are specified in the Data Transfer Agreement.	Details of the Parties are specified in the Data Transfer Agreement.
Key Contact for privacy matters	Chief Privacy Officer Corporate_Privacy@infobip.com Utinjska 29, 10000 Zagreb, Croatia	*Full Name (optional): Job Title: Contact details including email: <i>*The Importer shall provide to Exporter the email address and other contact details for data protection enquiries, including Personal Data Breach notifications. If applicable, the Importer shall also provide name and contact details of the Importer's EU representative, in accordance with Article 27 of the GDPR. In any case, Exporter reserves the right to send Personal Data Breach notifications to the authorised user of the Importer's account (e.g., its related business contacts).</i>

For and on behalf of: Infobip

Signature 

Date: 14.09.2022

Name: Boris Pogacnik

Position: Director

For and on behalf of: Company

Signature _____

Date:

Name:

Position: