

DATA TRANSFER AGREEMENT

This **Data Transfer Agreement** (hereinafter: “**DTA**”) is made and entered into between

PROVIDER, as defined in the Agreement and hereinafter referred to as “**Infobip**” or “**data exporter**”

and

The CLIENT, as defined in the Agreement and hereinafter referred to as “**CLIENT**” or “**data importer**” and together with Infobip, the “**Parties**”.

INTRODUCTION

Whereas

- a) The Parties have entered into Agreement that require the processing of personal data;
- b) In the course of the processing of personal data as defined in the Agreement, it is necessary for Infobip to transfer, as data exporter, personal data to the CLIENT, 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**”).

Now, therefore, the Parties agree as follows:

- 1. This DTA is made and entered into as of the Effective Date. The Effective Date of this DTA shall be the date when an agreement between the data exporter and data importer in accordance with Art. 28 of the GDPR comes into effect.
- 2. If and when the data exporter's and data importer's country of origin reach an adequacy regulation, this DTA will cease to be in effect from the day the adequacy regulation enters into force.
- 3. This DTA is an addendum to the Agreement. All other original terms and conditions of the Agreement shall remain unchanged and in full force and effect. For all questions not regulated under this DTA, the provisions of the Agreement shall apply.
- 4. To the extent applicable, the Parties have agreed to the terms of this DTA to repeal the EU Standard Contractual Clauses for international data transfers that were in place before this DTA entered into force. The Parties agree to implement the DTA provisions with regard to the international data transfers subject to the European Union's data protection laws as set forth below.

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 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 CLIENT, located in a third country for which the European Commission did not issue a decision on an 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 Clause 17 of the EU Standard Contractual Clauses 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 law of the country where the data exporter is established. If it is not applicable, then the law of the Republic of Croatia.

- d. To establish that Clause 18 reads as follows:

Any dispute arising from these Clauses shall be resolved by the courts of the country where the data exporter is established. If it is not applicable, then the courts of the Republic of Croatia.

B. ANNEXES

Annex I

A. List of Parties

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 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 Agreement.**

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

B. Description of transfer

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

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

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 between the data exporter and data importer in accordance with Art. 28 of the GDPR.**

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): Infobip	Importer (who receives the Restricted Transfer): CLIENT
Parties' details	Details of the Parties are specified in the agreement between the data exporter and data importer in accordance with Art. 28 of the GDPR.	Details of the Parties are specified in the agreement between the data exporter and data importer in accordance with Art. 28 of the GDPR.
Key Contact for privacy matters	Chief Privacy Officer privacy@infobip.com Utinjska 29, 10000 Zagreb, Croatia	The data importer shall provide the data exporter with the email address and other contact details for data protection enquiries, including personal data breach notifications. If applicable, the data importer shall also provide the name and contact details of the data importer's EU representative in accordance with Art. 27 of the GDPR. The data exporter shall store the data importer's email address and other contact details in its systems. In any case, the data exporter reserves the right to send personal data breach notifications to the authorised user of the data importer's account (e.g., its related business contacts).