

DATA TRANSFER AGREEMENT

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

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

and

PROVIDER, as defined in the Agreement and hereinafter referred to as “**Infobip**” or “**data importer**”, and together with the CLIENT, 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 the CLIENT to transfer, as a data exporter, personal data to Infobip as a 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 shall 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 **Modules Two and Three** of the EU Standard Contractual Clauses to international transfers of personal data carried out by the CLIENT, acting as data exporter, to Infobip, acting as data importer, located in a third country for which the European Union 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. To apply the General written authorisation (Option 2) in Clause 9 paragraph (a) and to introduce a notification period of 30 days in a way that paragraph reads as follows:
The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 30 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes

prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

- c. Not to apply the Option in Clause 11
- d. To apply Option 2 in Clause 17 and establish that the EU Standard Contractual Clauses are governed by the law of the country where the data exporter is located, and, if it is not applicable, then the governing law will be the law of the Republic of Croatia, in a way that paragraph reads as follows:
These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the country where the data exporter is located. If it is not applicable, then the law of the Republic of Croatia.
- e. To choose the jurisdiction of the country where the data exporter is located, and if it is not applicable, then the jurisdiction of the Croatian courts in Clause 18 paragraph (b), in a way that paragraph reads as follows: *The Parties agree that those shall be the courts of the country where the data exporter is located. 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 Annex IV of the Data Transfer Agreement.***

Activities relevant to the data transferred under these Clauses: ***The same as described in the agreement between the data exporter and data importer in accordance with Art. 28 of the GDPR.***

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

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

Activities relevant to the data transferred under these Clauses: ***The same as described in the agreement between the data exporter and data importer in accordance with Art. 28 of the GDPR.***

Role (controller/processor): ***processor/sub-processor***

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

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.***

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: ***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: ***The same as described in the agreement between the data exporter and data importer in accordance with Art. 28 of the GDPR.***

C. Competent supervisory authority

Identify the competent supervisory authority/ies in accordance with Clause 13:

The authority from the country where the data exporter is located. If it is not applicable, then the Croatian Data Protection Authority.

Annex II - Technical and organisational measures, including technical and organisational measures to ensure the security of the data

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:

Information about the technical and organisational measures implemented by the data importer can be found in the following link:

https://cf-cdn.infobip.com/assets/downloads/Technical_and_organisational_measures.pdf.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter:

The same measures as the ones described above.

Annex III – List of sub-processors

The data exporter has authorised the use of the same sub-processors as described in the agreement between the data exporter and data importer in accordance with Art. 28 of the GDPR.

Annex IV – Details of the Parties

The Parties	Exporter (who sends the Restricted Transfer): CLIENT	Importer (who receives the Restricted Transfer): Infobip
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	The data exporter shall provide the data importer with the email address and other contact details for data protection enquiries, including personal data breach notifications. The data importer shall store the data exporter's email address and other contact details in its systems. In any case, the data importer reserves the right to send personal data breach notifications to the authorised user of the data exporter's account (e.g., its related business contacts).	Chief Privacy Officer privacy@infobip.com Utinjska 29, 10000 Zagreb, Croatia