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Once fully executed, this Brexit Annex forms a part of the agreement between INFOBIP LTD UK and the Client for the provision of INFOBIP's Services.

How to execute this Brexit Annex:

This Brexit Annex consists of two parts: the main body of the Brexit Annex, and the Standard Contractual Clauses (including Appendices 1, 2 and 3).

This Brexit Annex and the Standard Contractual Clauses have been pre-signed on behalf of INFOBIP LTD UK.

To complete this Brexit Annex, the Client needs to:

1. Complete the information as the "Client" on page 1
2. Complete the signature box and sign on page 3
3. Complete the information as the "data exporter" on page 4
4. Complete the information in the signature box and sign on Pages 10, 12 and 13.
5. Send the completed and signed Brexit Annex to INFOBIP LTD UK via: **Agreements@infobip.com**

Upon receipt of the validly completed and signed Brexit Annex at the email address indicated above, it will become legally binding.

In case additional information or enquiries are necessary please contact: gdpr_legal@infobip.com

"BREXIT ANNEX" TO THE DATA PROCESSING AGREEMENT

This **"Brexit Annex"** is made and entered into between

INFOBIP LTD (No 7085757), a company registered in the United Kingdom and whose registered office is situated at 5th Floor, 86 Jermyn Street, London SW1Y 6AW, and duly represented by Silvio Kutic, director, hereinafter referred to as "INFOBIP"

And

_____ {**COMPANY NAME**} a company registered in _____{COUNTRY} and whose registered office is situated in _____ {PHYSICAL ADDRESS} and duly represented by _____{CLIENT REPRESENTATIVE'S FIRST AND LAST NAME, and JOB TITLE}, hereinafter referred to as "CLIENT" and together with INFOBIP, the "Parties",

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TEL: +44 20 3286 4231 | **E-mail:** info@infobip.com | **Office Address:** 5th Floor, 86 Jermyn Street, London SW1Y 6AW
Directors: Silvio Kutic, Izabel Jelenic, Roberto Kutic, Ante Kušurin, Paul Schorr IV, Mario Baburić

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INTRODUCTION

Whereas

a) The Parties have entered into one or more agreements for the provision of the Services by INFOBIP to the CLIENT (hereinafter: **"Main Agreement")**

b) Since in the course of providing the Services as defined in the Main Agreement it is necessary for INFOBIP to process certain personal data on behalf of the CLIENT, the Parties have entered into a data processing agreement (hereinafter: **"DP Agreement"**) according to Article 28 of the Regulation (EU) 2016/679 (General Data Protection Regulation), which forms an integral part of the Main Agreement;

c) After the transition period comes to an end on the 31st December 2020, and in the absence of an European Commission's adequacy decision regarding the EU-UK data transfers, the Parties will be required to ensure that an appropriate safeguard is in place in respect of the transfer of personal data from the CLIENT to INFOBIP (for the purposes of Article 46 of the General Data Protection Regulation),

the Parties have agreed to the terms of this Brexit Annex to the DP Agreement.

In anticipation of the European Commission's adequacy decision, the Parties agree as follows:

1. This Brexit Annex will form an integral part of the DP Agreement concluded between the CLIENT as the controller and INFOBIP as the processor of personal data;

2. By this Brexit Annex the Parties enter into Standard Contractual Clauses (EC Decision 2010/87/EU) in order to ensure appropriate safeguard for transfers of personal data from the CLIENT as the controller and data exporter from EU/EEA to INFOBIP as the processor and data importer from the UK ("third country");

3. In the absence of a European Commission's adequacy decision regarding the UK, this Brexit Annex applies to the transfer of personal data from the EU/EEA to the UK in respect of the Main Agreement;

4. This Brexit Annex is concluded when signed by both Parties, and will be effective following the day when the transition period after Brexit comes to an end and will continue to apply until the termination or expiration of the Main Agreement and DP Agreement or until the date when the European Commission adopts an adequacy decision in respect of the UK, whichever occurs earlier;

5. If and when the European Commission adopts an adequacy decision in respect of the UK, the Parties agree that this Brexit Annex will cease to be in effect from the day the adequacy decision enters into force;

6. All provisions of the DP Agreement and the Main Agreement that are not changed, amended or in conflict with Standard Contractual Clauses remain in force and applicable;

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7. In the event of a conflict between the terms of the Main Agreement and DP Agreement and those of this Brexit Annex, the terms of this Brexit Annex shall prevail.

8. The Standard Contractual Clauses with Appendices 1, 2 and 3 form an integral part of this Brexit Annex.

For and on behalf of:

INFOBIP

DocuSigned by:

Silvio Kutic

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_____

Signature

Name: Silvio Kutic

Position: Director

Date of signature: 07.12.2020

For and on behalf of:

CLIENT

_____

Signature

Name (written out in full):

Position:

Date of signature:

![infobip logo]

BREXIT ANNEX: STANDARD CONTRACTUAL CLAUSES

European Commission Decision (2010/87/EU)

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: _____

Address: _____

Other information needed to identify the organisation: _____

hereinafter referred to as **"CLIENT"** or the **"data exporter"**

And

Name of the data importing organisation: **INFOBIP LTD**

Address: 5th Floor, 86 Jermyn Street, London SW1Y 6AW, United Kingdom

Other information needed to identify the organisation: No 7085757

hereinafter referred to as **"INFOBIP"** or the **"data importer"**;

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);

(b) 'the data exporter' means the controller who transfers the personal data;

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(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

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Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer (2)

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it

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agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of

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any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

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Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (3). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data

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importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full): _____

Position: _____

Address: _____

Other information necessary in order for the contract to be binding (if any):
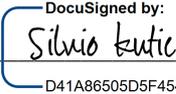
Signature: _____

On behalf of the data importer:

Name (written out in full): Silvio Kutic

Position: Director

Address: 5th Floor, 86 Jermyn Street, London SW1Y 6AW, United Kingdom

Other information necessary in order for the contract to be binding (if any):

Signature: _____ DocuSigned by: Silvio kutic — D41A86505D5F454...

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(1) Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

(2) Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

(3) This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

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Appendix 1 to the Standard Contractual Clauses

This Appendix forms a part of the Standard Contractual Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is (please specify briefly your activities relevant to the transfer):

The data exporter is the CLIENT, that is, the entity identified as the „data exporter" in these Clauses who is the user of the services provided by INFOBIP defined in the Main Agreement and the DP Agreement.

Data importer
The data importer is (please specify briefly activities relevant to the transfer):

The data importer is INFOBIP LTD, identified as the „data importer" in these Clauses, the provider of the services as defined in the Main Agreement and DP Agreement concluded between the data exporter and the data importer.

Data subjects
The personal data transferred concern the following categories of data subjects (please specify):

Categories of data subjects are defined in the DP Agreement concluded between the data exporter and the data importer.

Categories of data
The personal data transferred concern the following categories of data (please specify):

Categories of personal data transferred are specified in the DP Agreement concluded between the data exporter and the data importer.

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):

The data importer does not intentionally collect or process any special categories of personal data unless the data exporter or its customers or end users include such types of data in the communication content submitted to the data importer and/or while using the services provided by the data importer. The said processing of special categories of personal data is unintentional for the data importer and the data exporter shall be regarded as solely responsible for ensuring that such processing and transfer of personal data are lawful and in accordance with any applicable laws, including the applicable data protection law.

Processing operations
The personal data transferred will be subject to the following basic processing activities (please specify):

The personal data transferred will be processed in accordance with the Main Agreement and DP Agreement concluded between the data exporter and the data importer and may be subject to the following processing activities:

- Provision of business communication products and services through the cloud communication platform on behalf of the data exporter, including transmission of communications from or to the data exporter's software application or via the data importer's web portal towards telecom operators or other communication networks

- Storage of personal data on the data importer's platform on behalf of the data exporter

- Handling the data exporter's enquiries.

DATA EXPORTER

Name: _____

Authorized Signature _____

DATA IMPORTER

Name: Silvio Kutic

DocuSigned by:

Silvio kutic

Authorized Signature _____
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Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

In the case the technical and organisational measures are specified in the DP Agreement concluded between the data exporter and the data importer, the same continues to apply.

Besides the above mentioned, specification of technical and organisational measures implemented by INFOBIP is available at

https://www.infobip.com/assets/downloads/Technical_and_organisational_measures.pdf

DATA EXPORTER

Name: _____

Authorized Signature _____

DATA IMPORTER

Name: Silvio Kutic

DocuSigned by:

Silvio kutic
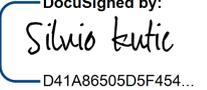
Authorized Signature _____
D41A86505D5F454...

Appendix 3 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

This Appendix sets out the party's interpretation of their respective obligations under the specific Clauses identified below. According to Clause 10 of the Standard Contractual Clauses, the interpretation set out in this Appendix is to enable the parties to fulfil their obligations in business-related matters.

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Where a party complies with the interpretations set out in this Appendix, that party shall be deemed by the other party to have complied with its commitments under the Clauses.

1. Appointment of sub-processors

Further to Clause 5(h), Clause 5(i) and Clause 11 of the Standard Contractual Clauses, the data exporter provides a general consent to the data importer to engage onward processors (sub-processors) for carrying out specific processing activities in connection with the provision of the services in accordance with and under the requirements set out in the DP Agreement concluded between the parties. Such consent is conditional on the data importer's compliance with the said requirements and the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under the sub-processor agreement.

2. Disclosure of sub-processor agreements

Further to Clause 5(j) of these Clauses, the parties acknowledge and agree that sub-processor agreements may have commercial information or clauses unrelated to the Standard Contractual Clauses, which can be removed by the data importer beforehand, and that copies of sub-processor agreements will be provided by the data importer only upon request by the data exporter, and taking into account confidentiality restrictions imposed on the data importer by the sub-processor.

In this respect and upon the request of the data exporter, the data importer shall use reasonable efforts to require any sub-processor it appoints to permit disclosure of the sub-processor agreement to the data exporter. In the case the data importer is not allowed to disclose a sub-processors agreement, it shall provide on a confidential basis all information it reasonably can in connection with such a sub-processing agreement to the data exporter.

3. Audits

The parties agree that the audits from Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:

The data importer shall provide to the data exporter all information necessary to demonstrate compliance with the obligations laid down in these Clauses, as well as to allow for and contribute to audits, including on-site inspections. The parties agree that the data exporter shall exercise its audit rights according to the conditions and in the manner previously agreed between the parties set out in the DP Agreement.
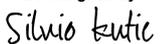
DATA EXPORTER

Name: _____

Authorized Signature _____

DATA IMPORTER

Name: Silvio Kutic

Authorized Signature _____

DocuSigned by:
Silvio kutic
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