*This document (including the WhatsApp Interoperability Agreement and the Developer Documentation referenced within it) constitutes the reference offer ("**Reference Offer**") of WhatsApp Ireland Limited ("**WhatsApp**") published pursuant to Article 7 of Regulation 2022/1925. This document does not constitute an offer or a template agreement, and serves as a reference to the type of agreement that WhatsApp requires where an applicant and WhatsApp wish to establish interoperability between each other's number-independent interpersonal communication services. It is WhatsApp's intention that the majority of agreements with applicants for interoperability with WhatsApp would be in substantially the same format as this Reference Offer; however, WhatsApp reserves the right to require reasonable amendments for individual applicants on a case-by-case basis.*

WHATSAPP INTEROPERABILITY AGREEMENT

between

WHATSAPP IRELAND LIMITED

and

[PARTNER]

This WhatsApp Interoperability Agreement is effective from the date on which the last Party signs the Agreement (the "**Effective Date**").

Parties

(1) **WHATSAPP IRELAND LIMITED** incorporated and registered in Ireland with company number 607470 whose registered office is at Merrion Road, Dublin 4, D04 X2K5, Ireland ("**WhatsApp"**)

(2) [**PARTNER NAME**] incorporated and registered in [COUNTRY] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] ("**Partner"**)

each a "**Party**" and together the "**Parties**".

BACKGROUND

(A) WhatsApp and Partner are Number-independent interpersonal communications service (NI-ICS) providers that operate the WhatsApp Application and Partner Application, respectively.

(B) The Parties wish to enable the users of each Party's NI-ICS to send Messages to the users of the other Party's NI-ICS in compliance with Applicable Laws, and therefore wish to establish Interoperability.

(C) The Parties are aware that this Agreement has been issued and developed in accordance with and is subject to the requirements imposed on WhatsApp pursuant to Article 7 of Regulation 2022/1925 (the "**Digital Markets Act**" or "**DMA**") and that changes to the Applicable Law may result in changes to this Agreement.

(D) Partner is also aware that, in accordance with Applicable Law, WhatsApp's offer of NI-ICS interoperability is not exclusive to Partner and is also available to other NI-ICS.

(E) Taking into account the foregoing, the Parties have agreed to implement Interoperability and the provision of the Services under this Agreement.

In consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration which each Party acknowledges and accepts, the Parties agree the following terms**:**

1. DEFINITIONS AND INTERPRETATION

1.1 The Parties agree that the following terms shall have the following meanings:

"**Affected Party**" has the meaning set out in Section 22.5.

"**Affiliate**" means, with respect to a Party, an entity which, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control of a Party. As used in this term, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of fifty percent (50%) (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.

"**Agreement**" means this agreement together with the Annexes to it and any documents expressly incorporated into it.

"**Applicable Law(s)**" means any applicable law, regulation, directive, or other legally binding requirements (each as may be implemented, amended, extended, superseded, or re-enacted from time to time).

"**Audit**" has the meaning set out in Section 18.1.

"**Beneficiary Claim**" has the meaning set out in Section 22.11.

"**Beneficiary Rights**" has the meaning set out in Section 22.11.

"**Breach Notice**" has the meaning set out in Section 5.3.

"**Breaching Party**" has the meaning set out in Section 5.3.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.

"**Claim**" has the meaning set out in Section 14 (Indemnification).

"**Compliance**" means compliance with this Agreement, WhatsApp Policies, Technical Specification, WhatsApp Security Requirements, Partner Requirements, Data Protection Requirements and Applicable Laws.

"**Confidential Information**" means:

(1) all technical and non-technical data or information provided by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") (or which the Disclosing Party enables the Receiving Party to access) that is either: (a) designated as confidential by the Disclosing Party at the time of disclosure or expressly stated to be confidential in this Agreement; or (b) should reasonably be considered confidential, given the nature of the information or the circumstances surrounding its disclosure; and

(2) In the case of WhatsApp, includes all: (a) WhatsApp Personal Data, content of private communications, metadata derived from private communications and encryption keys that WhatsApp, an Affiliate or subcontractor of WhatsApp (on behalf of WhatsApp) or a WhatsApp User (in its capacity as an end user of the WhatsApp Application) provides to Partner or a Partner Party (or enables Partner or a Partner Party to access) and which is Processed by Partner or Partner Party in connection with this Agreement; and (b) technical and non-technical data or information received, stored, collected, derived, generated, or otherwise obtained or accessed by Partner or its Partner Parties in connection with this Agreement, performance of the Services, or if applicable, access to any Systems regarding, concerning or relating to any aspect of WhatsApp's or its Affiliates' businesses, products, services, online properties, systems, financial data and models, business and marketing plans, algorithm, system procedures, employment practices, finances, inventions, business methodologies, trade secrets, copyrightable and patentable subject matter, all other Intellectual Property Rights and any information related to the foregoing (including, for clarity, non-public Developer Documentation, and any data or information provided by or on behalf of any WhatsApp User, advertiser, business partner or content provider), and which, as between the Parties, are the property of WhatsApp (as it relates to this Agreement).

"**Data Protection Requirements**" has the meaning given to it in Paragraph 1.3 of Annex 5 (Privacy and Data Protection Requirements).

"**Digital Markets Act**" or "**DMA**" has the meaning set out in Recital (C).

"**Dispute**" has the meaning set out in Section 20.1.

"**Dispute Meeting**" has the meaning set out in Section 20.1.

"**EEA**" means the European Economic Area.

"**End User**" means a natural or legal person using services other than as a business user.

"**Feedback**" has the meaning set out in Section 6.4.

"**Force Majeure Event**" has the meaning set out in Section 22.5.

"**Forecasts**" has the meaning set out in Section 7.1.

"**Indemnified Claim**" has the meaning set out in Section 15 (Indemnity Procedure).

"**Indemnified Party**" has the meaning set out in Section 15 (Indemnity Procedure).

"**Indemnifying Party**" has the meaning set out in Section 15 (Indemnity Procedure).

"**Infrastructure"** means the technical and network infrastructure (including hardware and software resources) operated by each of the Parties to enable Interoperability and to provide the Interoperable Messaging Services to the other Party (and the "WhatsApp Infrastructure" and "Partner Infrastructure" shall be construed accordingly).

"**Intellectual Property Rights**" means: (1) copyrights, discoveries, concepts, domain names, patents, secret processes, database rights, sui generis database rights, technologies, know how, inventions, ideas, improvements, information, all copyright works and related rights, moral rights, rights of privacy, publicity, and similar business methods, logos, designs, trademarks, service marks, topography and semi-conductor chip rights, business names, literary, dramatic, musical and artistic works anywhere in the world, trade secrets and other rights in Confidential Information (whether any of the foregoing is registered or unregistered and including any application in relation to any of the aforesaid); (2) applications for registration, and the right to apply for registration, for any of the rights listed at (1) that are capable of being registered in any country or jurisdiction; and (3) all other rights having equivalent or similar effect in any country or jurisdiction.

"**Interoperability**" means the linking of the WhatsApp Application with the Partner Application to enable access to and provision of the Interoperable Messaging Services in accordance with this Agreement.

"**Interoperability Request**" has the meaning set out in Paragraph 3.1 of Annex 1 (Interoperable Messaging Services).

"**Interoperability Testing**" has the meaning given in Paragraph 5.1 of Annex 1 (Interoperable Messaging Services).

"**Interoperable Messaging Services**" has the meaning given in Paragraph 1.9 of Annex 1 (Interoperable Messaging Services).

"**Legally Required Change**" means an amendment to this Agreement proposed by WhatsApp which is, in WhatsApp's reasonable opinion, reasonably required to comply with Applicable Law.

"**Long-Stop Period**" has the meaning set out in Section 5.5.

"**Losses**" has the meaning set out in Section 22.11.

"**Marks**" means the Partner Marks or the WhatsApp Marks, as the context requires.

"**Message**" means an electronic communication in the form of a written or audio message, which may include, without limitation, text, hyperlinks, emojis, symbols, images, videos and other attached files.

"**NIS2**" means Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148.

"**Number-independent interpersonal communications service**" or "**NI-ICS**" means a number-independent interpersonal communications service as defined in Article 2, point (7), of Directive (EU) 2018/1972.

"**Partner Application**" means the NI-ICS operated by the Partner branded and marketed to End Users within the EEA as [INSERT].

"**Partner Marks**" means the trademarks, trade names, logos, service marks, domain names and Uniform Resource Locators ("**URL**"s) of Partner.

"**Partner Party**" means Partner's employees, contractors, contingent workers, agents and approved subcontractors (including Partner's Affiliates acting as approved subcontractors).

"**Partner Personal Data**" means Personal Data that the Partner, a Partner Party (on behalf of Partner) or a Partner User (in its capacity as an end user of the Partner Application) provides to WhatsApp and which WhatsApp processes in connection with this Agreement.

"**Partner Requirements**" means the obligations and requirements placed on the Partner in Paragraph 2 of Annex 1 (Interoperable Messaging Services).

"**Partner Services**" means the Services which Partner is obligated to provide in accordance with the terms of this Agreement.

"**Partner User**" means an end user of the Partner Application using the Partner Application in the EEA.

"**Preliminary Acceptance"** has the meaning set out in Paragraph 4.1 of Annex 1.

"**Personal Data**" has the meaning given to it in Paragraph 1.1 of Annex 5 (Privacy and Data Protection Requirements).

"**Potential Partner**" has the meaning given to it in Paragraph 2.1 of Annex 1 (Interoperable Messaging Services).

"**Provided Software**" has the meaning set out in Section 8.2.

"**Relevant Materials**" has the meaning set out in Section 18.1.

"**Relevant Party**" has the meaning set out in Section 12 (Disclaimer).

"**Reportable Event**" has the meaning given to it in Paragraph 1.5 of Annex 3 (Security Requirements)

"Requested Change" means an amendment to this Agreement proposed by WhatsApp which is not a Standard Change, an Urgent Change or a Legally Required Change.

"**Sanctioned Person**" means any individual, entity organisation, or other body (together "Persons") that is the target of Trade Control Laws, including any Person (i) identified on any list of Persons that are the target of Trade Control Laws administered by the United States, United Kingdom, European Union, or United Nations (including those lists administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, and the U.S. Department of State); (ii) located, organised, or ordinarily resident in a jurisdiction which, at any time, is itself the subject of comprehensive economic or financial sanctions; or (iii) owned or controlled (as defined by the relevant Trade Control Laws) by any such Person described in the foregoing (i) or (ii), as a result of which such owned or controlled Person is subject to the same prohibitions or restrictions as the Person described in the foregoing (i) or (ii).

"**Service(s)**" means, individually and collectively, any of the Interoperability Testing, Interoperable Messaging Services, Transition Services, and the obligations of either Party under Annex 1 (Interoperable Messaging Services).

"**Service Commencement Date**" means the date notified in writing to and accepted by the Partner as the date which each Party's Interoperable Messaging Services will be available for use by the other Party.

"**Standard Change**" means an amendment to this Agreement proposed by WhatsApp or a change to a WhatsApp Policy which does not, in WhatsApp's reasonable opinion, cause a material detriment to the Partner or any Partner User, which may include amendments which have been made to agreements with other number-independent interpersonal communications service providers who have entered into agreements with WhatsApp which are materially similar to this Agreement.

"**Subcontractor**" has the meaning set out in Section 16 (Subcontracting).

"**Sublicensed Encryption Software**" has the meaning given to it in Paragraph 1.4 of Annex 3 (Security Requirements).

"**Suspension Notice**" has the meaning set out in Section 5.1.

"**Technical Dispute"** means a Dispute which is not relating to or arising from: (i) a Party exercising a suspension or termination right; (ii) a breach of Section 6 (Confidentiality); (iii) a breach of Section 8 (Software Rights); (iv) a breach of Section 9 (Brand Licence and Intellectual Property Rights); and/or (v) a breach of Applicable Law by a Party, including a breach of Data Protection Requirements.

"**Technical Specifications**" means the technical specifications for the Interoperable Messaging Services described in Annex 2 (Technical Specifications).

"**Third Party Beneficiaries**" has the meaning set out in Section 22.11.

"**Third-Party Encryption Terms**" has the meaning set out in Paragraph 2.6 of Annex 3.

"**Third Party IP Claim**" has the meaning set out in Section 9.4.

"**Trade Control Laws**" means any and all economic, financial or trade sanctions, embargoes or restrictive measures, or export or import controls enacted, administered, implemented, or enforced from time to time by the United Nations, the United States, the EEA, any Member State of the EEA, or the United Kingdom.

"**Transition Period**" has the meaning set out in Section 5.6(c).

"**Transition Services**" has the meaning set out in Section 5.6(c).

"**Urgent Change**" means an amendment to this Agreement or WhatsApp Policies proposed by WhatsApp which is, in WhatsApp's reasonable opinion, required to prevent or mitigate serious adverse harm to WhatsApp, WhatsApp Users, the WhatsApp Application and/or WhatsApp systems, products and/or services.

"Valid Interoperability Request" has the meaning set out in Paragraph 3.2 of Annex 1.

"**WhatsApp Application**" means the NI-ICS operated by WhatsApp in the EEA and branded and marketed to consumers as 'WhatsApp'.

"**WhatsApp Auditors**" has the meaning set out in Section 18.1.

"**WhatsApp Marks**" means the trademarks, trade names, logos, service marks, domain names and URLs of WhatsApp.

"**WhatsApp Personal Data**" means Personal Data that WhatsApp, an Affiliate or subcontractor of WhatsApp (on behalf of WhatsApp) or a WhatsApp User (in its capacity as an End User of the WhatsApp Application) provides to Partner or a Partner Party and which is processed by Partner or Partner Party in connection with this Agreement.

"**WhatsApp Policies**" means WhatsApp's policies as may be made available to the Partner from time to time.

"**WhatsApp Security Requirements**" means WhatsApp's security and integrity requirements as further described in Annex 3 (Security Requirements).

"**WhatsApp User**" means an End User of the WhatsApp Application categorised by WhatsApp as an EEA user.

1.2 Interpretation.

(a) Clause, section, schedule and paragraph headings shall not affect the interpretation of this Agreement.

(b) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

(c) A reference to a statute or statutory provision is a reference to it as it is in force from time to time.

(d) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

(e) A reference to writing or written excludes faxes.

(f) References to sections and annexes are to the sections and annexes of this Agreement; references to paragraphs are to paragraphs of the relevant Annex to this Agreement.

(g) Any reference to a URL "currently available at" means including any successor URL and/or terms as may be advised by WhatsApp from time to time.

(h) The order of priority if there is a conflict is:

(i) the provisions in the main body of this Agreement;

(ii) the provisions in the Annexes of this Agreement;

(iii) the Developer Documentation; and

(iv) the WhatsApp Policies and any documents (such as guidelines, terms and conditions, etc.) linked (by URL) in this Agreement to the extent incorporated by reference or Partner is obliged to comply with them pursuant to the terms of this Agreement.

(i) Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. INTEROPERABILITY

2.1 A Potential Partner may make an Interoperability Request to WhatsApp in accordance with the process set out in Paragraph 3 of Annex 1 (Interoperable Messaging Services).

2.2 Upon receipt by WhatsApp of a Valid Interoperability Request from Partner, the Preliminary Acceptance of Partner, and the execution of this Agreement by the Parties, the Parties shall:

(a) from the Effective Date, seek to establish Interoperability and seek to complete Interoperability Testing without unreasonable delay; and

(b) from the Service Commencement Date, provide the other Party with the Interoperable Messaging Services,

in each case, in accordance with this Agreement.

3. TERM

3.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with its terms.

4. SERVICE LEVELS

4.1 Each Party shall comply with the Service Levels set forth in Appendix A (Service Level Agreement) to Annex 1 (Interoperable Messaging Services).

5. SUSPENSION, AND TERMINATION

5.1 Suspension. Either Party, acting reasonably, may suspend this Agreement, Interoperability, or any of the Services (in whole or in part) upon prior notice to the other Party the duration of which shall be reasonable in the circumstances ("**Suspension Notice**") if and to the extent required or reasonable and for such period as one or more of the following events continues:

(a) a change in Applicable Law affecting the maintenance of Interoperability or the performance of any of the Services as contemplated by this Agreement;

(b) an order by a competent court or authority requesting or directing a suspension of the Agreement, Interoperability or the performance of any of the Services;

(c) for operational reasons which impact the availability and/or performance of the Services, including for necessary maintenance or updates to the suspending Party's NI-ICS;

(d) in the event of a Reportable Event or otherwise to ensure the integrity, security and privacy of its products or services in accordance with Article 7(9) of the DMA, GDPR, NIS2, or other Applicable Law;

(e) if necessary due to any action or omission by the other Party and/or an Affiliate of the other Party which has had a material adverse effect on the Services and/or on its or its Affiliates' business, reputation or financial standing or that in the reasonable opinion of the Party issuing the Suspension Notice the on-going provision of the Services would have such an effect; and/or

(f) arising from Paragraph 7.5 or Paragraph 8.3 of Annex 1 (Interoperable Messaging Services), Paragraph 2 of Annex 2 (Technical Specifications), Paragraph 4.8 of Annex 3 (Security Requirements) or Paragraph 2.2.3 of Annex 4 (Privacy and Data Protection Requirements).

The Suspension Notice shall state when the period of suspension will begin. The period of suspension shall last for as long as the relevant circumstances continue. The Party issuing the Suspension Notice shall promptly revoke the Suspension Notice when the reasons for the suspension of the Agreement, Interoperability, or Services (as applicable) pursuant to this Section cease or are remedied or resolved to its reasonable satisfaction.

5.2 Partner Termination for Convenience. Partner may terminate this Agreement at any time, with or without cause, upon giving WhatsApp not less than thirty (30) days' prior notice of such termination.

5.3 Termination for Material Breach. Subject to Section 5.5, if either Party commits a material breach of any provision of this Agreement ("**Breaching Party**") the other Party may serve notice to the Breaching Party specifying the material breach ("**Breach Notice**") and requesting such breach to be remedied within thirty (30) days from the date of receipt of such Breach Notice. If the Breaching Party fails to remedy the material breach within such thirty (30) day period, or such material breach is irremediable, the other Party may terminate this Agreement immediately on notice to the Breaching Party.

5.4 Termination for Other Causes. Either Party may terminate this Agreement immediately upon notice to the other Party if:

(a) termination of the Agreement is necessary for a Party to comply with Applicable Laws or is required by, ordered by, or requested by a court order or competent authority or is necessary due to a decision or judgement of a court of competent authority;

(b) the other Party is in breach of Applicable Laws or the performance of its obligation or the exercise of its rights under this Agreement (in whole or in part) breaches any Applicable Laws and/or Section 21 (Anti-Corruption and Trade Compliance);

(c) the reason for suspension of the Agreement, Interoperability, or Services (as applicable) pursuant to Sections 5.1(a), 5.1(d), 5.1(e), 5.1(f) is irremediable, not capable of cessation, or is not remedied to the reasonable satisfaction of the Party which issued the Suspension Notice within sixty (60) days of the relevant Suspension Notice; or

(d) the requirements imposed on a Party pursuant to the DMA and/or other Applicable Laws to make such Party's NI-ICS interoperable are revoked.

5.5 Long-Stop Period. While each Party is committed to providing reasonable assistance to the other in accordance with the Agreement to achieve Interoperability in compliance with Applicable Law, if

the Service Commencement Date does not occur within twelve (12) months of the Effective Date ("**Long-Stop Period**") other than for: (i) reasons outside of a Partner's reasonable control; or (ii) WhatsApp's failure to comply with this Agreement (each being an "**Extension Event**"), in each case as notified to WhatsApp in writing prior to the end of the Long-Stop Period, then this Agreement shall automatically terminate without either Party being required to issue notice to the other on or before the expiry of the Long-Stop Period. Where an Extension Event has occurred and been notified to WhatsApp in accordance with this Section 5.5, WhatsApp shall (acting reasonably) extend the Long-Stop Period for a reasonable and proportionate period of time to reflect the delay caused by the Extension Event.

5.6 Effect of Termination

(a) Survival. Subject to Section 5.6(b), following the termination of this Agreement and any applicable Transition Period (as defined in Section 5.6(c)):

(i) the Parties will cease to receive access to the Interoperable Messaging Services and all other related Services;

(ii) all licences and rights granted under this Agreement will terminate immediately, except that:

(A) the following Sections will survive any termination of this Agreement and Transition Period (if any): Section 1 (Definitions and Interpretation), Section 5.6, Section 6 (Confidentiality), Sections 9.2 to 9.5 (inclusive), Sections 12 to 15 (inclusive), Section 18 (Compliance), Section 20 (Escalation and Dispute Resolution), Section 22 (General), Paragraph 2.6 of Annex 3 (Security Requirements), Paragraph 2.6 of Annex 5 (Privacy and Data Protection Requirements); and

(B) the licences granted in Section 9.1 will survive any termination of this Agreement and Transition Period (if any) for the sole and limited purpose of permitting each of the Parties to continue to display the other Party's Marks in messaging history between WhatsApp Users and Partner Users as originally displayed; and

(iii) where this Agreement is terminated pursuant to Section 5.4(c) and the relevant Suspension Notice was issued arising from Section 5.1(a) the Parties will use reasonable endeavours to put in place a new agreement to replace this Agreement with such replacement agreement to sufficiently address a change in Applicable Law or court or competent authority order prompting issuance of the relevant Suspension Notice.

(b) Personal Data. Notwithstanding anything to the contrary in this Agreement, Partner's obligations regarding WhatsApp Personal Data and WhatsApp's obligations regarding Partner Personal Data will survive any termination of this Agreement to the extent the relevant Party continues to retain or otherwise Process WhatsApp Personal Data or Partner Personal Data, as applicable and in both cases as such retention or other Processing may be permitted under this Agreement or Applicable Law.

(c) Transition. Upon termination of this Agreement after the Service Commencement Date arising from Partner exercising its right to terminate in accordance with Section 5.2 or Section 5.3 the Parties will reasonably cooperate for a period not to exceed six (6) months (the "**Transition Period**") to ensure the smooth wind down of the Services in a way that reasonably limits the negative impact to Partner Users and WhatsApp Users arising from the termination of this Agreement. Each Party will also make available to the other Party such services as are mutually

agreed in writing by the Parties as necessary to wind down the Interoperable Messaging Services (any such services, together with the Services provided during the Transition Period, collectively the "**Transition Services**"). The Transition Services will be subject to this Agreement until the end of the Transition Period. The Parties will cooperate and act reasonably in the development, documentation, and execution of a plan in respect of the wind down of the Interoperable Messaging Services and other Transition Services as part of the Transition Services. For clarity, this Section is without prejudice to any obligations which a Party may have arising from Applicable Law.

6. CONFIDENTIALITY

6.1 Disclosures. The Receiving Party will not (a) use the Disclosing Party's Confidential Information except to the extent required to perform its obligations or exercise its rights under this Agreement; or (b) disclose any Confidential Information of the Disclosing Party to any person, except to (i) a person directly involved in performing this Agreement, having a need to know the Confidential Information disclosed; or (ii) in the case of WhatsApp, to its Affiliates or the professional advisors of WhatsApp or its Affiliates. Partner represents and warrants that all persons to whom WhatsApp Confidential Information is disclosed arising from Section 6.1(i) have agreed in writing to be bound by confidentiality obligations no less restrictive than those contained in this Agreement. Partner will be liable to WhatsApp for any disclosures of WhatsApp Confidential Information by persons to whom Section 6.1(i) applies which is due to a breach of this Agreement or Partner's written confidentiality obligations with such persons.

6.2 Exclusions. Section 6.1 will not apply to any information to the extent that it: (a) is known by the Receiving Party prior to disclosure by the Disclosing Party without there having been any breach of a duty or obligation of confidence; (b) was obtained, free from any restrictions as to its use or disclosure, from a third party who was legitimately entitled to divulge it; (c) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; (d) is required by Applicable Law or court order or order by a competent authority to be disclosed so long as the Receiving Party, to the extent legally permissible, provides advance notice to the Disclosing Party as promptly as possible of such disclosure and cooperates with the Disclosing Party's efforts to obtain a protective order regarding such disclosure; and/or (e) is Partner Personal Data or WhatsApp Personal Data disclosed to a Partner User or WhatsApp User as a result of Interoperability.

6.3 Return of Data and Materials. No later than thirty (30) days after termination of this Agreement or, if applicable, thirty (30) days after expiry of the Transition Period, each Party will (i) securely return or delete (at the other Party's instruction) all Confidential Information of the other Party; and (ii) upon the other Party's request, confirm in writing that it has complied with these obligations. Notwithstanding the foregoing obligations, if Partner is required by Applicable Law or a government or regulatory body to retain any documents or materials containing WhatsApp's Confidential Information it shall notify WhatsApp in writing of such retention, giving details, to the extent legally permissible, of the documents or materials that it must retain. Notwithstanding the return or destruction of the Confidential Information, each Party shall continue to comply with their obligations of confidentiality provided for in this Agreement including in relation to any Confidential Information permitted to be retained in accordance with this Section.

6.4 Feedback. Nothing in this Agreement will prohibit either Party from developing (or having others develop) products, businesses, services or any other materials that compete with the other Party's products, businesses, or services, provided that such development shall not involve use of the other Party's Confidential Information or Intellectual Property Rights. Each Party agrees that the other Party may develop information internally or receive information from other parties that may be similar to its Confidential Information. Notwithstanding anything to the contrary, if either Party provides any ideas, suggestions, feedback or recommendations to the other Party regarding the other Party's or its respective Affiliates' products, businesses, services or Confidential Information (collectively, "**Feedback**"), the other Party is free to retain, use and incorporate such Feedback into

its and/or its respective Affiliates' products, businesses, and/or services, without payment of royalties or other consideration.

7. FORECASTS

7.1 Each of the Parties shall supply forecasts to the other Party as described in this Section 7 (Forecasts) ("**Forecasts**") in order to enable the Parties to plan and allocate their respective network bandwidth to meet anticipated Message volume.

7.2 Forecasts shall as a minimum contain the expected monthly Message volumes, broken down by country, and will be provided in the format as agreed in writing between the Parties from time to time. Each Party shall use commercially reasonable endeavours to notify the other Party as soon as it becomes aware that a submitted Forecast is no longer materially accurate.

7.3 Each Party's Forecasts shall: (i) be non-binding; and (ii) constitute such Party's Confidential Information. The first Forecast shall be provided by each Party to the other Party within seven (7) Business Days of the Service Commencement Date and subsequent Forecasts shall be provided every six (6) months in respect of the twelve (12) months ahead.

8. SOFTWARE RIGHTS

8.1 Signal Encryption Software. WhatsApp has a licence to the Signal Protocol pursuant to a confidential agreement. Upon Partner's request, WhatsApp will make available the Sublicensed Encryption Software for use by Partner for the sole purpose of establishing Interoperability and provision of Interoperable Messaging Services under this Agreement. Any use of the Sublicensed Encryption Software is subject to this Agreement, including the licence and other terms set forth in Paragraphs 2.2 to 2.5 (inclusive) of Annex 3 (Security Requirements).

8.2 Provided Software.

(a) Where either Party provides or makes available any software, technology, and/or related documentation to the other Party in connection with the performance of this Agreement ("**Provided Software**"), except as otherwise agreed in writing and excluding the Sublicensed Encryption Software, each Party grants the other Party a non-exclusive, non-transferable (subject to the rights in Section 22.1), non-sublicensable (save in the case of WhatsApp, which may sublicence to its Affiliates) licence for the duration of the Agreement to use the Provided Software for the limited purpose of receiving the benefit of or performing the Services.

(b) Neither Party shall: (i) use the Provided Software other than as specified in this Section 8.2 without the prior written consent of the other Party; (ii) assign or novate the benefit or burden of the licence in this Section in whole or in part; (iii) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Provided Software (including any associated manuals or documentation associated with the Provided Software) in whole or in part or permit any third party to do any of the foregoing; (iv) allow the Provided Software to become the subject of any charge, lien or encumbrance; and/or (v) deal in any other manner with any or all of its rights and obligations under this Section 8.2, without the prior written consent of the other Party.

(c) Each Party shall: (i) notify the other Party as soon as it becomes aware of any unauthorised use of the Provided Software by any person; and (ii) keep a complete and accurate record of its (permitted) copying and disclosure of the Provided Software and its users, and produce such record to the other Party on request from time to time.

9. BRAND LICENCE AND INTELLECTUAL PROPERTY RIGHTS

9.1 Licence to Use Marks.

(a) WhatsApp grants to the Partner a personal, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable (save to Partner Affiliates in accordance with Section 9.1(c)), fully paid up, licence to use the WhatsApp Marks for the duration of this Agreement and Transition Period (if any) in the EEA for the sole purpose of the Interoperability and performance of the Services under this Agreement. Any use by the Partner of the WhatsApp Marks is subject to WhatsApp's prior specific written approval, in each instance and must comply with all applicable WhatsApp branding and trademark usage guidelines as set forth at https://about.meta.com/brand/resources/whatsapp/whatsapp-brand as may be updated by WhatsApp from time to time.

(b) Partner grants to WhatsApp a personal, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable (save to WhatsApp Affiliates in accordance with Section 9.1(c)), fully paid up licence to use the Partner Marks for the duration of this Agreement in the EEA for the sole purpose of the Interoperability and performance of the Services under this Agreement. WhatsApp will comply with Partner's reasonable branding and trademark usage guidelines, as made available to WhatsApp in writing from time to time, reasonably in advance of their effectiveness.

(c) WhatsApp and Partner may only sublicense the licences granted to them in Sections 9.1(a) and 9.1(b) to an Affiliate who is a Subcontractor of the relevant Party and the sublicense is required in order for the Affiliate to provide the subcontracted services to the relevant Party.

9.2 Restrictions. Each Party acknowledges and agrees that: (a) except for any limited licence that may be expressly granted pursuant to the terms of this Agreement, neither Party has any right, title or interest in or to the Marks of the other Party, (b) all use by a Party of the other Party's Marks shall inure to the benefit of the other Party, (c) no implied licences are granted, and (d) subject only to the licences expressly granted in this Section, each Party reserves all right, title and interest in and to its respective Marks. Neither Party shall apply for intellectual property registration of the other Party's Marks (or any mark confusingly similar thereto) anywhere in the world, and shall not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of the other Party's Marks.

9.3 Ownership

(a) As between the Parties, WhatsApp owns all right, title and interest (including all Intellectual Property Rights) in and to the WhatsApp Marks, any software (including Provided Software made available to the Partner), its systems, Confidential Information of WhatsApp or other materials provided by or on behalf of WhatsApp or a WhatsApp Affiliate to Partner or otherwise accessed by the Partner in connection with this Agreement.

(b) As between the Parties, Partner owns all right, title and interest (including all Intellectual Property Rights) in and to any Partner Marks, software (including Provided Software made available to WhatsApp), its systems, Partner Confidential Information or other materials provided by or on behalf of the Partner to WhatsApp or otherwise accessed by WhatsApp in connection with this Agreement.

(c) Each Party will retain all right, title and interest in and to its respective Marks, products, services (including, in each case, the Intellectual Property Rights contained in or arising from them) and

all its other Intellectual Property Rights worldwide, subject to any limited licence granted to the other Party in this Agreement.

9.4 Mutual Indemnity for Use of Marks. Each Party will defend, indemnify and hold harmless the other Party and its officers, directors, employees and Affiliates from and against any claim, damage and liability and will pay any claims, damages, liabilities, costs, demands, losses, penalties, fines, taxes, judgments and expenses (including legal and other professional adviser's fees and disbursements) arising from a third party claim ("**Third Party IP Claim**") alleging that such Indemnifying Party's Marks when used in compliance with this Agreement infringe any Intellectual Property Rights of a third party.

9.5 Publicity. Partner agrees that it will not use WhatsApp's Marks, name, other logo or trademarks or issue any public announcements or press releases, or confirm or comment on any information, public or otherwise, concerning the Services, WhatsApp, or its Affiliates, their respective businesses, or regarding this Agreement without WhatsApp's prior written approval (email shall be sufficient).

10. DATA SECURITY, USER INTEGRITY, AND DATA PROTECTION

WhatsApp is committed to maintaining appropriate standards of security, integrity and data protection for WhatsApp Users. Accordingly, Partner shall comply with Annex 3 (Security Requirements), Annex 4 (Integrity), and Annex 5 (Privacy and Data Protection Requirements) in connection with Interoperability and performance of the Services.

11. WARRANTIES

11.1 General Warranties. Each Party represents and warrants to the other Party that:

(a) it has the full right, power and authority to enter into this Agreement and perform its obligations under this Agreement and such action has been duly authorised by all necessary corporate action by such Party;

(b) its execution, delivery and performance of this Agreement, and the other Party's exercise of rights under this Agreement, will not conflict with or result in a breach or constitute a default or breach under any agreement, instrument, arrangement, or other third party obligation by which it is bound;

(c) it will not resell (in whole or in part), charge, or give any third parties access to (or permit them to access) the other Party's Infrastructure, NI-ICS, or Interoperable Messaging Services (including Messages), except and solely to the extent expressly permitted in this Agreement (for clarity, the foregoing does not prohibit or limit either Party from charging for any products and services unrelated to other Party's Infrastructure, NI-ICS, or Interoperable Messaging Services);

(d) it will not use Interoperability to transmit unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) to the other Party's End Users; and

(e) when executed, this Agreement will constitute legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement, except to the extent that enforceability may be limited by Applicable Law.

11.2 Partner Warranties. Partner represents and warrants that:

(a) it will not behave (actively or by omission) in a manner than prevents or hinders WhatsApp from complying with its obligations under Applicable Laws in connection with the performance of this Agreement;

(b) it has obtained and will maintain all licences, rights, approvals, permissions, and consents necessary to perform its obligations under this Agreement;

(c) Partner Application, Partner Provided Software, and Partner Services will not breach, infringe or misappropriate any Intellectual Property Rights of any third party or be subject to any restrictions or to any liens, security interests, encumbrances or encroachments;

(d) Partner, Partner Parties and Partner Users are and will remain in Compliance for the duration of this Agreement; and

(e) Partner will promptly provide WhatsApp with all assistance that WhatsApp reasonably requires to comply with WhatsApp's obligations under Applicable Laws.

12. DISCLAIMER

Except as expressly provided in this Agreement, neither Party makes any warranties or representations in connection with its NI-ICS or the Services. Each Party disclaims all warranties, terms, conditions or representations not expressly provided in this Agreement, whether written or oral, contractual or statutory, express or implied, or otherwise including those of merchantability, quality, fitness for purpose or use, title, interference, noninfringement, that its NI-ICS or the Services are secure, fault or error free or any warranties arising from course of performance, course of dealing or usage of trade. In the event of a fault within a Party's (the "**First Party**") NI-ICS or the Services which adversely affects the provision by either Party of the Services, the First Party shall notify the other Party of the fault as soon as is reasonably practicable and shall use commercially reasonable endeavours to correct the fault in accordance with the practises accepted in the industry.

13. LIMITATION OF LIABILITY

Except for any breach of Section 6 (Confidentiality), any breach of Section 10 (Data Security, User Integrity, And Data Protection), liability under any indemnity given by either Party under the Agreement, any liability which cannot be limited or excluded under Applicable Law including liability arising from fraud (including fraudulent misrepresentation) and death or personal injury caused by either Party's negligence: (a) neither Party will be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, regardless of the form of action whether in contract, tort (including negligence), strict liability, or otherwise, even if such Party has been advised of the possibility of such damages; and (b) each Party's maximum aggregate liability under this Agreement, whether in contract, tort (including negligence), strict liability or otherwise, shall be limited to one hundred thousand euro (€100,000).

14. INDEMNIFICATION

Each Party will indemnify, hold harmless, and defend the other Party, its Affiliates and their respective officers, directors, employees, sublicensees, contractors and agents from any and all claims, damages, liabilities, costs, demands, losses, penalties, fines, taxes, judgments and expenses (including legal and other professional adviser's fees and disbursements) which are a result of or are in connection with any claim by a third party which arises out of or is related to any actual or alleged breach of any representation or warranty in this Agreement by the other Party (each a "**Claim**").

15. INDEMNITY PROCEDURE

In connection with any Third Party IP Claim, Claim, or other indemnified claim under this Agreement (each a "**Indemnified Claim**"), WhatsApp (where it is the party which receives the benefit of the indemnity provision) or Partner (where it is the party which receives the benefit of the indemnity provision) (each, an "**Indemnified Party**") will: (a) give the other Party (the "**Indemnifying Party**") prompt notice of the Indemnified Claim (provided that any delay in notification will not relieve the Indemnifying Party of its indemnity obligations except to the extent that the delay impairs its ability to defend); (b) cooperate reasonably with the Indemnifying Party (at the Indemnifying Party's expense) in connection with the defence and settlement of the Indemnified Claim; and (c) permit the Indemnifying Party to control the defence and settlement of the Indemnified Claim, provided that the Indemnified Party (at the Indemnified Party's expense) may participate in the defence and settlement of the Indemnified Claim with counsel of its own choosing, and provided further that the Indemnifying Party may not settle the Indemnified Claim without the Indemnified Party's prior written consent (which will not be unreasonably withheld or delayed) unless the settlement (i) does not contain an admission of liability or wrongdoing on the part of, and does not have an adverse effect on, the Indemnified Party, and does not otherwise prejudice the rights of Indemnified Party, (ii) does not impose any obligation (including any payment obligation) on the Indemnified Party that is not wholly discharged by the Indemnifying Party, and (iii) fully and finally resolves the Indemnified Claim. The Indemnified Party may elect, by providing written notice to the Indemnifying Party, to defend an Indemnified Claim (or any element it) itself, in which case the Indemnifying Party will be relieved of its obligations under the relevant Section of this Agreement to defend, hold harmless and indemnify the Indemnified Party with respect to such Indemnified Claim (or any such element of it). For clarity, this Section 15 is without prejudice to each Party's ability and right to control any proceedings, investigations or similar actions brought by or instigated by a regulatory body or similar authority.

16. SUBCONTRACTING

Either Party may subcontract its obligations under this Agreement (in whole or in part) to any third party (a "**Subcontractor**"), provided that Partner may not do so without WhatsApp's prior written approval, which may be provided via email and may not be unreasonably withheld. Each Party will remain fully liable to the other Party for its and its Subcontractors' compliance with and performance of obligations under this Agreement and will be responsible for all acts and omissions of such parties and shall be liable as if such acts and omissions were its own. For clarity, and without limiting the foregoing, Partner will not retain any third party to manage Partner's access to the WhatsApp Infrastructure, WhatsApp Application, or WhatsApp Interoperable Messaging Services (including Messages) without WhatsApp's prior written approval.

17. NOTICES

Any notice given pursuant to this Agreement will be in writing to the address set forth above (and in the case of WhatsApp, copied to legal-notices@meta.com and marked for the attention of "WhatsApp Legal") and will be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) one (1) Business Day after it is sent if by next day delivery by a major commercial delivery service or by email.

18. COMPLIANCE

18.1 Auditing Rights. WhatsApp, or third-party professionals working upon WhatsApp's direction (including auditors, attorneys, consultants and/or computer forensics analysts) (together, the "**WhatsApp Auditors**"), may conduct regular monitoring of the Partner Application and Interoperability using technical and operational measures for the purpose of monitoring the Partner's Compliance, and the security, privacy, and integrity of WhatsApp's Confidential Information. Partner will keep and maintain complete and accurate records in connection with its performance under this Agreement and will retain these records for at least seven (7) years after

the termination of this Agreement and the Transition Period (whichever is the later) or for such longer period as may be required under Applicable Laws, provided such retention shall not include Confidential Information of WhatsApp. Upon prior notice, Partner shall allow and procure that WhatsApp (or WhatsApp Auditors) may inspect Partner's and Partner Parties' records, resources, facilities, equipment, electronic data, documents, technical processes, operations and systems ("**Relevant Materials**") solely to the extent necessary to verify Partner's Compliance, and the security, privacy, and integrity of WhatsApp's Confidential Information (including the Processing of WhatsApp Personal Data) ("**Audit**"). Partner will cooperate (and must ensure that the Partner's personnel and the Partner Parties' personnel fully cooperate) and provide such assistance and information as WhatsApp or the WhatsApp Auditors reasonably require in connection with the Audit, including making personnel reasonably available during regular business hours to answer queries on all Relevant Materials. Without limiting or affecting the foregoing, if Partner demonstrates to WhatsApp that information to be disclosed as part of the Audit is confidential and commercially sensitive, Partner may propose, subject to WhatsApp's mutual agreement, an alternative and provided WhatsApp is satisfied it enables WhatsApp to obtain the necessary information or access to achieve the objective of the Audit and Partner pays all additional costs incurred by WhatsApp as a result (including in considering Partner's proposal). If Partner is notified that an Audit indicates that Partner or Partner Parties are not in Compliance or the security, privacy, and integrity of WhatsApp's Confidential Information has been compromised then Partner will, and will cause Partner Parties to, promptly correct such non-compliance at Partner's sole expense. The foregoing sentence is without prejudice to any other right or remedy WhatsApp may have. For clarity, any information or data which WhatsApp has access to or collects arising from an Audit will be treated as Partner's Confidential Information.

18.2 Certifications. From time to time, WhatsApp may request information, certifications and attestations relating to Partner's performance under the Agreement (including processing of WhatsApp Personal Data), which Partner will provide to WhatsApp in the requested time frame and form. This may include certifying: (i) Partner's compliance with this Agreement and all other applicable terms and policies, and (ii) the purpose or use for the WhatsApp Personal Data that Partner has requested or has access to, and that each such purpose and use complies with this Agreement and all other applicable terms and policies. All such certifications and attestations must be provided by an authorised representative of the Partner.

19. CHANGE CONTROL

19.1 WhatsApp may make Standard Changes, Urgent Changes and Legally Required Changes from time to time. WhatsApp will, if reasonably possible, provide prior notice to the Partner of any Standard Change, Urgent Change and/or Legally Required Change but in any event will provide notice via the standard developer channels or, in the case of WhatsApp Policy changes, by posting them on www.WhatsApp.com or other means of notice, provided that the foregoing is without prejudice to Paragraph 2 of Annex 2. WhatsApp may not make a Requested Change without obtaining the Partner's prior written consent provided that the Partner will not unreasonably withhold, delay or condition its consent.

19.2 Partner may request an amendment to this Agreement from time to time provided that any such amendment will require WhatsApp's prior written consent. WhatsApp will not unreasonably withhold, delay or condition its consent provided that it will be reasonable for WhatsApp to withhold its consent where the requested amendment would be inconsistent with Applicable Law, would cause any detriment to WhatsApp, its Affiliates or WhatsApp Users or where it could cause security issues.

19.3 Nothing in this Section 19 (Change Control) will allow WhatsApp to make any amendment to this Agreement which would cause either Party to be in breach of Applicable Law.

20. ESCALATION AND DISPUTE RESOLUTION

20.1 Dispute Resolution Procedures. The Parties shall initially attempt to resolve any dispute arising under or related to this Agreement (a "**Dispute**") in accordance with the procedures set forth in this Section 20 (Escalation and Dispute Resolution).

20.2 Technical Disputes. If a Technical Dispute arises, a Party may give the other Party notice of Technical Dispute stating that a Technical Dispute has arisen and setting out its nature and full particulars, together with relevant supporting documents ("**Technical Dispute Notice**"). Following the issuing of a Technical Dispute Notice either Party may call a series of meetings with the other Party giving not less than fifteen (15) Business Days' written notice to the other Party of the first such meeting, and each Party shall procure that an authorised representative attends all such meetings along with relevant technical experts. Those attending the relevant meetings shall use reasonable endeavours to resolve the Technical Dispute. If the meetings fail to resolve the Technical Dispute within twenty (20) Business Days of the first meeting taking place, either Party may escalate and refer the Technical Dispute to a divisional director or equivalent of the Parties by notice in writing, who shall cooperate to resolve the Technical Dispute as amicably as possible within 15 Business Days of the dispute being referred to them. If the Parties reach a settlement of the Technical Dispute, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the Parties, shall be and remain binding on the Parties. If the Parties fail to reach a settlement of the Technical Dispute then the Technical Dispute shall be dealt with in accordance with Section 20.3. The Parties may agree that a Dispute which meets the definition of a Technical Dispute should notwithstanding that be dealt with in accordance with Section 20.3 in the first instance and not be subject to this Section 20.2.

20.3 Within ten (10) Business Days after either Party furnishes to the other notice of a Dispute, WhatsApp and Partner representatives shall meet to consider the Dispute in person or by telephone or teleconference ("**Dispute Meeting**") and shall attempt to resolve the Dispute for a period of ten (10) Business Days following the Dispute Meeting. If the Dispute is not resolved, as agreed by the Parties, within such ten (10)-Business-Day period following the Dispute Meeting, the Dispute shall be escalated in accordance with Section 20.4 below.

20.4 If a Dispute is not resolved in accordance with Section 20.3 above, a director-level executive of each of WhatsApp and Partner shall consider the Dispute in person or by telephone or teleconference and shall attempt to resolve the Dispute for a period of ten (10) Business Days thereafter. Unless such director-level executives resolve the Dispute, either Party may pursue its rights and remedies under this Agreement as it sees fit after the expiration of such ten (10)-Business-Day period.

20.5 Nothing in this Agreement shall prevent either Party from seeking an injunction, specific performance or other urgent relief before the courts.

21. ANTI-CORRUPTION AND TRADE COMPLIANCE

21.1 Anti-Corruption. Partner (on behalf of itself and its Partner Parties and Affiliates) represents and warrants that it (and with regard to Partner, its Partner Parties and Affiliates) shall comply with all Applicable Laws, rules, and regulations relating to anti-bribery and corruption for performance of this Agreement.

21.2 Trade Compliance. Partner (on behalf of itself and its Partner Parties and Affiliates) represents and warrants that it (and with regard to Partner, its Partner Parties and Affiliates) (i) are not Sanctioned Persons, and are not acting on behalf of Sanctioned Persons; (ii) have processes and procedures in place to ensure that, in connection with the performances under this Agreement they do not do business in any manner unauthorised under Trade Control Laws; and (iii) shall not export, directly or indirectly, any technical data, hardware, software, or technology acquired from WhatsApp (or in

the case of a Partner Party, acquired directly or indirectly from WhatsApp) under this Agreement (or any products, including Sublicensed Encryption Software and/or Provided Software incorporating any such data) in breach of Trade Control Laws. Partner will cause its Partner Parties involved in performances under this Agreement to comply with Trade Control Laws. Subsection (ii) in this Section is without prejudice to the generality of Subsection (i) of this Section.

22. GENERAL

22.1 Assignment. Neither Party may assign or transfer this Agreement or its rights or obligations arising from this Agreement without the other Party's prior written consent. If the other Party does consent to an assignment or transfer such assignee or transferee is required to agree in writing with the other Party to be bound by this Agreement. Subject to the foregoing limitation on assignment, this Agreement will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns.

22.2 Waiver and Severability. No provision of this Agreement will be waived by any act, omission or knowledge of a Party or its agents or employees except specifically in writing, signed by the waiving Party. If any provision is deemed by a court, arbitrator or administrative body of competent jurisdiction to be illegal, unenforceable or invalid, the Parties shall negotiate to amend such part such that, as amended, it is valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial, legal and/or operational intention.

22.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous or contemporaneous agreements, arrangements, promises, undertakings, proposals, warranties, representations, and understandings between the Parties relating to its subject matter, whether written or oral. Partner agrees that it has not relied upon, and has no remedies in respect of, any term, condition, statement or representation except those expressly set out in this Agreement. Contract terms and conditions included in any Partner "click wrap", "shrink wrap", or other licence agreement resulting from this Agreement are void and have no effect unless WhatsApp specifically agrees to such licence agreement in writing by executing the relevant document. Save as expressly provided for in this Agreement, this Agreement may only be modified by an amendment signed by an authorised representative of both the Parties.

22.4 Independent Contractors. The Parties are independent contractors and not employees, partners, agents or joint ventures between the Parties. Partner will be solely responsible for all acts, obligations and payments due with respect to Partner's resources. Partner, and not WhatsApp, will be responsible for the hiring, management, supervision, discipline, control, performance and all other employment related requirements of the Partner Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent. For clarity and without limiting the foregoing, neither Party will hold itself out as an agent, legal representative, or employee of the other Party (including any of its Affiliates) or suggest any affiliation with the other Party (or any of its Affiliates) including that it is an authorised distributor of the other Party's products or services (including the Partner Application and the WhatsApp Application, as applicable), Infrastructure, and/or any part of the Interoperable Messaging Services.

22.5 Force Majeure. Either Party's performance of any part of this Agreement will be excused to the extent that it is unable to perform due to natural disasters, strikes, industrial disputes, earthquake, fire, terrorism, riots, war, acts of God, pandemic, epidemic, civil commotion, malicious damage, regulations or orders of governmental authorities, blockades in effect on or after the date of this Agreement (not including any measures within the scope of Section 21.2), or other emergency conditions, or any other cause which is beyond the control of such Party (the "**Affected Party**"), and provided that such cause is not attributable to the Affected Party (a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the Affected Party will promptly notify the other Party of the Force Majeure Event, including an estimate of its expected duration and probable impact on the performance of the Affected Party's obligations under this Agreement. In addition,

the Affected Party will (a) exercise commercially reasonable endeavours to mitigate impact to the other Party and to overcome the Force Majeure Event and (b) continue to perform its obligations under this Agreement to the extent it is able. If any failure or delay caused by a Force Majeure Event continues for thirty (30) days or longer, the Party unaffected by such event will have the right to terminate this Agreement without cost or liability upon notice to the Affected Party.

22.6 Governing Law. This Agreement and all matters regarding the interpretation and/or enforcement of it, and any dispute or claim arising out of, or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), will be governed by and construed in accordance with the laws of Ireland. Subject to Section 20 (Escalation and Dispute Resolution), each Party irrevocably agrees that all disputes arising out of or in connection with this Agreement will be submitted to the exclusive jurisdiction of the Courts of Ireland.

22.7 Costs. Each Party shall be responsible for its own costs, fees, or other resources incurred or required in connection with Interoperability and performance of the Interoperable Messaging Services, and the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

22.8 Language. This Agreement has been written in the English language, which is the controlling language and prevails over any other version if there is a conflict.

22.9 Cumulative Remedies. All remedies in this Agreement are cumulative and in addition to any other remedies available to a Party at law or in equity.

22.10 Counterparts. This Agreement may be executed in counterparts including PDF and other electronic formats, each of which will be deemed an original and together will constitute the same instrument. This Agreement may be executed electronically by either Party, and shall take effect in the same manner as if executed by hand. For these purposes electronic signature may be by tick box, typing in a name and/or any other electronic process which may be used from time to time and indicates execution by a Party. By completing such an electronic process each Party agrees that this constitutes valid execution, that the executing Party will be bound to the terms of this Agreement so executed, and that the Agreement is delivered in an electronic record capable of retention by the Parties at the time of receipt. Neither Party shall seek to avoid its obligations under this Agreement based on the fact that it or any other party signed this Agreement using an electronic signature as opposed to a manuscript signature.

22.11 Third Party Rights. This Agreement includes certain express rights, benefits and remedies (together, the "**Beneficiary Rights**") for WhatsApp's Affiliates, WhatsApp and its Affiliates' respective officers, directors, employees, sublicensees, contractors, users and agents, and for Partner's Affiliates (together, the "**Third Party Beneficiaries**") but in each case, not obligations. In respect of the Beneficiary Rights only: (i) WhatsApp and Partner enter into this Agreement on their own behalf and as agent for their applicable Third Party Beneficiaries; and (ii) WhatsApp and Partner shall be entitled to enforce and/or pursue any claim for and on behalf of any of their applicable Third Party Beneficiaries (each a "**Beneficiary Claim**"). If for any reason WhatsApp or Partner is unable to enforce and/or pursue a Beneficiary Claim then for the purposes of this Agreement only all claims, damages, liabilities, costs, demands, losses, penalties, fines, taxes, judgments and expenses (including legal and other professional adviser's fees and disbursements) ("**Losses**") of the applicable Third Party Beneficiary shall be treated as Losses of WhatsApp or Partner (as applicable) and shall be recoverable by WhatsApp or Partner (as applicable) as if such Losses were those of WhatsApp or Partner (as applicable). WhatsApp and Partner may amend, terminate or rescind this Agreement (subject to its terms) without the consent of any Third Party Beneficiary.

[Signature Page Follows]

This Agreement has been entered into on the Effective Date.

Accepted and agreed to by authorised signatory of: [**PARTNER NAME**] Signature: Name: _____ Title: _____ Date: _____	Accepted and agreed to by authorised signatory of: **WHATSAPP IRELAND LIMITED** Signature: Name: _____ Title: _____ Date: _____

ANNEX 1: INTEROPERABLE MESSAGING SERVICES

This Annex 1 (Interoperable Messaging Services) sets forth the functionalities of, and the technical and procedural requirements for obtaining access to, Interoperability and the Interoperable Messaging Services.

1. DEFINITIONS:

1.1. "**Acceptance**" has the meaning set out in Paragraph 5.3.

1.2. "**Bugs**" has the meaning set out in Paragraph 7.3.3.

1.3. "**Client**" means an Android or iOS device running a native app that is connecting to the WhatsApp Infrastructure.

1.4. "**Developer Documentation**" means any guidelines, documentation, technical specifications, information or protocols made available and/or published by WhatsApp in connection with the Interoperable Messaging Services, including the documentation currently available at https://developers.facebook.com/messaging-interoperability.

1.5. "**Enlist**" means the process of enrolling a Partner User to the WhatsApp Infrastructure through the "Enlistment (Registration) API", as defined in the Developer Documentation.

1.6. "**Identifier**" means a unique and stable alphanumeric user identification label (for example but without limitation, phone number, email address, or username), in each case, that has been verified by the Partner as being attributable to a particular Partner User. The requirements for acceptable Identifiers are set forth in the Developer Documentation.

1.7. **"Implementation Period"** has the meaning set out in Paragraph 8.1.

1.8. "**Interoperable Messaging Functionality**" means the basic functionality enabled by WhatsApp as required by Article 7(2) DMA, so long as WhatsApp provides such functionalities to its own users.

1.9. "**Interoperable Messaging Services**" means the services set out in Paragraph 6, which are either provided by WhatsApp to the Partner or by the Partner to WhatsApp, as the context requires.

1.10. "**Interoperability Testing**" has the meaning set out in Paragraph 5.1.

1.11. "**Media**" has the meaning set out in Paragraph 7.3.2.

1.12. "**Message Pairs**" has the meaning set out in Paragraph 7.5.2.2.

1.13. "**Preliminary Acceptance**" has the meaning set out in Paragraph 4.1.

1.14. "**Proxy**" has the meaning set out in Paragraph 3 of Annex 2.

1.15. "**Required Features**" means the set of features that the Partner is required to build and support in the Partner Application to enable and maintain Interoperability, as set forth in the Developer Documentation.

1.16. "**Signal Protocol**" means a set of cryptographic specifications that provides end-to-end encryption for private communications, concrete implementations of which are available from the Signal Foundation at the website https://github.com/signalapp/libsignal-protocol-java (as may be updated from time to time).

1.17. "**Valid Interoperability Request**" has the meaning set out in Paragraph 3.2.

1.18. "**Verify**" or "**Verification**" means the process by which a Partner must provide proof of a third party Client's native Identifier, as defined in the Developer Documentation.

1.19. "**WhatsApp Interop Protocol**" means the WhatsApp protocol which specifies all points of interconnection with WhatsApp Infrastructure, as further defined in Annex 2 (Technical Specifications) and the Developer Documentation.

2. Partner Eligibility.

2.1. A prospective WhatsApp interoperability partner ("**Potential Partner**") must be an eligible NI-ICS according to the criteria under Applicable Law, and maintain minimum standards for security, user privacy, and performance, reliability and efficiency. Accordingly, as a Potential Partner, the Partner was required to satisfy in WhatsApp's reasonable discretion the following criteria to qualify for Interoperability:

2.1.1. Potential Partner must be a NI-ICS provider offering or intending to offer its services to End Users in the EU.

2.1.2. Potential Partner must have a single Identifier type for its End Users (as set out in Paragraph 7.4).

2.1.3. Potential Partner must provide an End User to End User application and not solely provide a business-to-consumer or business-to-business-facing application. WhatsApp will only enable Interoperability for functionality between individual End Users.

2.1.4. Potential Partner must have existing infrastructure and processes that facilitate the Required Features.

2.1.5. Potential Partner must demonstrate its messaging security method and standard in accordance with Paragraphs 2 and 3 of Annex 3 (Security Requirements).

2.1.6. Potential Partner must be able to demonstrate sufficient capabilities for compliance with Partner User Integrity obligations under Paragraph 3 of Annex 4 (Integrity Requirements).

2.1.7. Save where Section 5.6(a)(iii) applies, Potential Partner did not previously terminate Interoperable Messaging Services from WhatsApp (for any reason) within twelve (12) months from the date of its latest Interoperability Request.

2.1.8. Potential Partner (or any Affiliate of Potential Partner) has not previously had its access to the Interoperable Messaging Services terminated by WhatsApp due to a material breach of its agreement with WhatsApp (or any successor thereto) by Potential Partner (or any Affiliate of Potential Partner).

3. Interoperability Requests.

3.1. To request Interoperability and receive the Interoperable Messaging Services from WhatsApp, a Potential Partner may submit an application through the online portal currently available at https://developers.facebook.com/messaging-interoperability (each such request, an "**Interoperability Request**"). WhatsApp responds to each Interoperability Request and related Potential Partner communications in the order received through the online portal. Interoperability Requests must be submitted in good faith and WhatsApp may reject unreasonable and/or bad faith submissions. Upon receipt of a Valid Interoperability Request from a Potential Partner and the Potential Partner's signature of a mutual non-disclosure agreement as provided by WhatsApp, WhatsApp will provide the Potential Partner with access to the Developer Documentation.

3.2. In order to constitute a "**Valid Interoperability Request**", a Potential Partner must submit all the information requested by WhatsApp as part of its Interoperability Request intake process, including Potential Partner Application name (broken down by region, if such name is subject to regional variation). For the avoidance of

doubt, each individual NI-ICS provider must submit a separate Interoperability Request.

4. Preliminary Acceptance.

4.1. Upon receipt of a Valid Interoperability Request, WhatsApp may either: (a) notify the Potential Partner of its preliminary acceptance for Interoperability ("**Preliminary Acceptance**"); (b) provide feedback to the Potential Partner and return the Potential Partner back into the submission step in Paragraph 3.1, or (c) reject the request by providing reasonable grounds for the rejection.

4.2. Upon Preliminary Acceptance and following execution of this Agreement by WhatsApp and Partner, WhatsApp will from the Effective Date:

4.2.1. Work with Partner to facilitate Interoperability of the WhatsApp Application with the Partner Application (in accordance with Paragraph 5); and

4.2.2. Render the Interoperable Messaging Functionality operational (for clarity, subject to Partner meeting all requirements set forth in Paragraph 2).

For clarity, the parties agree that the Effective Date will be the date on which the three (3) month compliance timeline required under Article 7(5) of the DMA will be deemed to commence.

5. Interoperability Testing

5.1. Upon completion of the steps set out in Paragraph 4 above, WhatsApp and the Partner shall commence service establishment discussions for Interoperability and Parties will cooperate in testing ("**Interoperability Testing**") of the implementation in accordance with the Developer Documentation to determine (a) if Interoperability is functioning properly (i.e., that Partner is able to successfully send and receive Messages between its Partner Users and WhatsApp Users) and (b) that Partner has fulfilled all of its obligations in this Annex 1.

5.2. If WhatsApp or Partner identifies any issues with the Partner's implementation during the Interoperability Testing, WhatsApp may, acting reasonably, restrict the Partner activation status and work with Partner to resolve any issues before permitting a public launch of the Interoperable Messaging Services. In the event that the Partner, using all reasonable endeavours, is unable to resolve the issues identified by WhatsApp and/or the Interoperability Testing fails, WhatsApp may (in its discretion) continue to extend the testing period until Partner has resolved the issue and is able to demonstrate a working test model, provided that Partner is able to demonstrate continued progress towards resolution of the issue during that extension period.

5.3. If the Interoperability Testing is successful, WhatsApp will notify the Partner and inform the Partner of an upcoming public launch date (in accordance with an agreed launch and rollout timeline) ("**Acceptance**").

6. Interoperable Messaging Services.

6.1. Upon Acceptance and from the Service Commencement Date, the Parties will facilitate a public launch of the Interoperable Messaging Services for Partner.

6.2. Partner shall implement the WhatsApp Interop Protocol in accordance with the processes and requirements stipulated in this Annex 1 (Interoperable Messaging Services) and in compliance with the technical requirements set out in Annex 2 (Technical Specifications) and the Developer Documentation. Partner shall ensure that Partner Clients will connect to the WhatsApp Infrastructure using the WhatsApp Client/Server Protocol. WhatsApp Infrastructure will connect to the Partner Infrastructure using the Server to Server Protocol, as set forth in the Developer Documentation, subject to any use of Proxies in accordance with Paragraph 7.

6.3. WhatsApp shall provide the following Services to Partner under this Agreement:

6.3.1. Enlist Partner User Clients with the WhatsApp Infrastructure and servers;

6.3.2. Connection services;

6.3.3. Push-notification forwarding from and to the Partner's servers;

6.3.4. Message routing to and from Partner Users;

6.3.5. Temporary storage for undelivered Messages sent to or from Partner Users; and

6.3.6. Delivery receipt routing to and from Partner Users.

6.4. Partner shall provide the following services to WhatsApp under this Agreement:

6.4.1. Native Identifiers to generate and verify Partner User's identity;

6.4.2. Push Notifications endpoint so WhatsApp servers can signal to Partner when an offline Partner User receives a message; and

6.4.3. Media storage services so Partner Users are able to receive media messages

For clarity, the Interoperable Messaging Services do not include WhatsApp support in connection with data access and portability requests submitted by Partner Users to Partner and Partner remains responsible for access and portability requests submitted by Partner Users to Partner.

7. <u>Interoperability Requirements.</u> In order to maintain Partner's access to Interoperability and receipt of the Interoperable Messaging Services from WhatsApp, Partner must for the duration of this Agreement comply with the following requirements and obligations:

7.1. <u>General</u>.

7.1.1. Meet (to WhatsApp's reasonable satisfaction) the Partner Requirements set forth in Paragraph 2.1 (Partner Eligibility);

7.1.2. Complete the procedural requirements for accessing the Interoperable Messaging Services, including testing, as set forth in Paragraph 5 (Interoperability Testing);

7.1.3. Remain in Compliance; and

7.1.4. Comply with its forecasting obligations in Section 7 (Forecasts).

7.2. <u>Technical</u>

7.2.1. All individual messages between WhatsApp Users use pairwise encryption, as further detailed in the Developer Documentation.

7.2.2. Partner must obtain a suitable messaging encryption protocol in accordance with Paragraph 2.1 of Annex 3 (Security Requirements).

7.2.3. Each Party is solely responsible for ensuring that it has sufficient server capacity and bandwidth to perform its obligations under this Agreement including, in the case of Partner, maintenance of the Partner Application.

7.2.4. Partner must perform authentication of users as per the requirements set out in the Developer Documentation.

7.3. Performance, Reliability, and Efficiency. Partner shall maintain a reasonable standard of performance, reliability and efficiency for the duration of this Agreement. In addition, Partner shall comply with the following requirements:

7.3.1. Push Notifications. Partner must inform WhatsApp if its push notification capabilities are down or experiencing issues, as this will mean no second check mark for WhatsApp Users and/or delayed delivery receipts.

7.3.2. Media. Partner is responsible for hosting any media elements (including documents, audio, video, streaming content, and photos) (collectively, "**Media**") the Partner Application sends to the WhatsApp Application, and all Media must be stored by Partner and fetched from WhatsApp clients (via a proxy service). Partner Applications may download Media from WhatsApp servers for Media Messages that are sent by the WhatsApp Application, as further described in Annex 2 (Technical Specifications).

7.3.3. WhatsApp Identified Bugs. Notwithstanding anything in Paragraph 8.3 to the contrary, WhatsApp may contact Partner if it identifies issues with Partner's implementation or conduct that, among other things, affect the Interoperable Messaging Services (including Partner-created bugs) or the security and integrity of WhatsApp's Infrastructure ("**Bugs**").

7.4. Identity

7.4.1. Partner must Verify its users in accordance with Annex 2 (Technical Specifications).

7.4.2. Partner must ensure its users can connect to the WhatsApp Infrastructure in order to receive the Interoperable Messaging Services, by Enlisting its users in accordance with Annex 2 (Technical Specifications). Without limiting Paragraph 7.5, Partner must not Enlist a Partner User to the WhatsApp Infrastructure without that Partner User voluntarily opting in to receive the Interoperable Messaging Services according to Applicable Laws.

7.4.3. Partner must have a single specific Identifier type for all Partner Users seeking to receive the Interoperable Messaging Services. Partner must comply with the requirements set forth in the Developer Documentation with respect to acceptable Identifiers.

7.5. Privacy Requirements.

7.5.1. Partner User Location. Any Partner Users that Partner Enlists or provides access to the Interoperable Messaging Services must be located and remain in the EEA. Without limiting Section 11 (Warranties), Partner represents and warrants that it will only (i) Enlist and (ii) enable access to the Interoperable Messaging Services by Partner Users that Partner independently validates are located in the European Economic Area, (i.e., a Partner User must be present within the European Economic Area within any consecutive sixty (60) calendar day period). If WhatsApp detects or otherwise has reasonable grounds to suspect a Partner User Enlisted to receive the Interoperable Messaging Services is not located in the European Economic Area or is no longer located in the EEA, WhatsApp reserves the right to immediately suspend such Partner User(s) from accessing the Interoperable Messaging Services, and if multiple violations are detected, Partner shall remedy Partner's location validation procedures to ensure compliance with the terms of this Agreement.

7.5.2. Data Use Restrictions. Without limitation of anything contained in Annex 5 (Privacy and Data Protection Requirements), as required by Article 7(8) DMA:

7.5.2.1. Both Parties will collect only that data from the other Party and/or that Party's End Users which is strictly necessary to enable Interoperability and to perform the Interoperable

Messaging Services.

7.5.2.2. Partner represents and warrants that it will not, under any circumstances, log, record, scan, store, derive, or otherwise reverse engineer data from Message threads sent via the Interoperable Messaging Services (including Message Pairs), unless and solely to the extent expressly authorised by the relevant Partner User(s) and WhatsApp User(s) (as applicable) and permitted under Applicable Laws. For the avoidance of doubt, as used in this Paragraph, "scan" shall include device or client-side scanning of Messages sent by WhatsApp Users to Partner Users (or Partner Users to WhatsApp Users) (including without limitation any features or logging that expose Message content or derivatives or encryption keys) without explicit and informed Partner User-initiated consent for user reporting of Message content. As used herein, "**Message Pairs**" means a piece of metadata linked to a particular message thread that denotes two user identifiers, each signifying a particular user, messaging one another such that the sender and the recipient of a message may be inferred (e.g., UserID001_UserID002).

7.5.2.3. Any personally identifiable metadata (including all traffic data as defined in Directive 2002/58/EC, such as message type, delivery status, and timestamps) (a) may be stored on Partner's Client only to the extent permitted under Art 5(3) Directive 2002/58/EC and (b) must not otherwise be shared with, or processed by, Partner (or anyone acting on Partner's behalf), including without limitation on any of its (or their) systems, servers, or otherwise, and Partner will (and will cause) any such personally identifiable metadata it does receive to be immediately and irrevocably deleted and/or anonymised to the standard required by GDPR.

7.5.2.4. Partner shall ensure that user initiated reporting flows clearly communicate the scope of information that will be shared, and with whom, and for what purpose.

7.6. Proxy Requirements. The following Paragraphs 7.6.1 to 7.6.3 (inclusive) shall apply where the Partner uses Proxies in connection with the Interoperable Messaging Services:

7.6.1. Proxy Functionality. Each Proxy used by the Partner must be able to:

7.6.1.1. maintain standard connections to the WhatsApp Infrastructure on behalf of the Client;

7.6.1.2. modify the formatting of the stanza to conform to WhatsApp Client/Server protocol as set out in the Developer Documentation;

7.6.2. Proxy Connection

7.6.2.1. Proxies must maintain a separate connection to the WhatsApp Infrastructure for each Client (each such connection, a "**Proxy Connection**").

7.6.2.2. Each Proxy Connection must continue to maintain the noise encryption protocol to the WhatsApp Infrastructure (which noise encryption protocol can be initiated by the Proxy).

7.6.2.3. Each Proxy Connection must maintain the same connection lifecycle as the Client as set out in the Developer Documentation and, accordingly, the Proxy Connection must terminate immediately when a Partner User closes the Client and, for clarity, the Proxy may not maintain the Proxy Connection while the Client itself is not connected to the Proxy.

7.6.2.4. Proxy must provide the relevant Client's IP Address to the WhatsApp Infrastructure upon establishing a Proxy Connection.

7.6.3. Proxy Restrictions

7.6.3.1. Partner may only use connect Proxies to WhatsApp Infrastructure to provide the Interoperable Messaging Services and for no other reason.

7.6.3.2. Each Proxy must be hosted in a jurisdiction within the EU.

7.6.3.3. Proxies must not decrypt Messages for any purpose.

7.6.3.4. Proxies must not buffer or otherwise, hold or delay Messages.

8. Implementation and Support.

8.1. Implementation Period. Each Party will use commercially reasonable endeavours to complete technical implementation required for the Interoperable Messaging Services promptly following the Service Commencement Date (the "**Implementation Period**"). WhatsApp will provide reasonable technical support to Partner during the Implementation Period during business hours for issues associated with Partner's integration. In addition, consistent with the details and guidance provided in the Developer Documentation, WhatsApp may (in its sole discretion) provide Partner with information on best practices in connection with its development of products, services, and applications for use with Interoperable Messaging Services. For the avoidance of doubt, and without limitation of Section 12 (Disclaimer), other than expressly set forth in this Agreement, Partner retains sole control of and responsibility for its development of Partner's products, services and/or applications for use with the applicable Interoperable Messaging Services.

8.2. User Experience. Each Party retains sole discretion over the design and user experience of its respective NI-ICS, which may be subject to change during the Term. Illustrative examples of the design and user experience of Interoperable Messaging Functionality within the WhatsApp Application are set out in the Developer Documentation as non-binding guidance only. Nothing in this Agreement shall limit or otherwise affect the discretion of WhatsApp Users or Partners Users to decide whether to opt in to Interoperability and/or whether to use Interoperable Messaging Functionality (in whole or in part), in accordance with Article 7(7) DMA.

8.3. SLA. Partner shall use all reasonable endeavours to remediate issues flagged by or on behalf of WhatsApp in respect of the Interoperability Requirements under Paragraph 7, and in any event must resolve such Bugs or notified issues within (i) five (5) Business Days or (ii) forty-eight (48) hours, if it relates to a critical security issue. If Partner is unable to remediate the issue, WhatsApp may pause the Partner's access to the Interoperable Messaging Services until it is resolved or, if such Bug(s) or issue(s) remain unresolved within a reasonable timeline (to be agreed by the Parties in writing but in the absence of such agreement, ten (10) Business Days starting from the expiry of the five (5) Business Day period referred to in the preceding sentence), WhatsApp has the right to suspend this Agreement with immediate effect by written notice pursuant to Section 5.1 (Suspension and Termination).

Appendix A

Service Level Agreement

This Appendix A (Service Level Agreement) sets out certain service levels which relate to the performance of the Services ("**Service Levels**").

1. General Service Levels.

a. Each Party shall provide the Interoperable Messaging Services to the other Party using the degree of skill, care and prudence that would reasonably be expected from a person reasonably skilled and experienced in providing services similar to the Interoperable Messaging Services.

b. Each Party shall comply with its forecasting and notification obligations under this Agreement, including those in Paragraph 7.1 of Annex 1 (Interoperable Messaging Services).

c. Each Party shall work collaboratively with the other Party in order to seek to meet the timescales provided for in Article 7 of the DMA.

d. Each Party will ensure that each of its personnel performing maintenance and support under this Agreement are reasonably experienced, knowledgeable, and qualified in the maintenance and support of Interoperability.

2. Support Service Levels.

a. Each Party may from time to time request assistance in relation to Interoperability from, and report bugs, defects, errors or any other issues to, the other Party (each such request or report, a "**Support Request**").

b. Each Party shall use commercially reasonable endeavours to respond to any Support Requests submitted by the other Party without unreasonable delay.

c. Partner will submit each Support Request to WhatsApp via the email address provided via standard developer channels, providing reasonable detail of the issue, which Support Requests will be triaged by WhatsApp in accordance with their severity and impact on Interoperability.

3. Product Service Level.

a. WhatsApp Application Availability. WhatsApp will use commercially reasonable endeavours to provide availability of the WhatsApp Application for Interoperability that is materially the same as the general availability of the WhatsApp Application, including in terms of WhatsApp Application uptime and Message latency.

b. Partner Application Availability. Partner will use commercially reasonable endeavours to provide availability of the Partner Application for Interoperability that is materially the same as the general availability of the Partner Application, including in terms of Partner Application uptime and Message latency.

4. Service Level Disclaimer. WhatsApp will not be responsible for any breach of any Service Level(s) due to: (i) events outside of WhatsApp's reasonable control, including any Force Majeure Event(s); (ii) actions or inactions of Partner, Partner Parties, and/or Partner Users; (iii) Partner's, Partner Parties', or Partner Users' failure to comply with WhatsApp Policies; (iv) Partner's, Partner Parties', or Partner Users' use of its own or a third party's software or hardware; or (v) System Maintenance. "**System Maintenance**" means maintenance of the WhatsApp Application and/or WhatsApp

Infrastructure, including scheduled and unscheduled maintenance. WhatsApp will use commercially reasonable endeavours to provide Partner with prior notice of any System Maintenance.

ANNEX 2: TECHNICAL SPECIFICATIONS

This Annex 2 (Technical Specifications) (and all Developer Documentation contained herein, which is incorporated into this Agreement by reference) sets forth the technical definition, documentation and specifications for the Interoperable Messaging Services.

1. Developer Documentation. Partner agrees that use of the Interoperable Messaging Services by it and Partner Parties is governed by and must be solely in accordance with this Agreement (including all incorporated Developer Documentation (and all updates thereto)).

2. Updates to Developer Documentation. Without limiting Section 2 (Interoperability), WhatsApp may amend the Developer Documentation, including any guidelines, documentation, technical specifications, information or protocols therein at any time by notifying Partner through WhatsApp's standard developer channels. Following notification of such updates by WhatsApp, Partner will have three (3) months to adopt the latest supported version as further specified in the Developer Documentation. By continuing to use the Interoperable Messaging Services after such notice, Partner consents to such changes. If Partner fails to adopt the latest supported version in accordance with the Developer Documentation, WhatsApp reserves the right to suspend Interoperability and access to the Interoperable Messaging Services until adoption.

3. Proxies. Certain Partners may wish to connect and/or enable connection(s) to the WhatsApp Infrastructure via a proxy server(s) or other similar technology (each a "**Proxy**"). The Parties acknowledge that Partner's use of Proxies in connection with the Interoperable Messaging Services may affect the transfer and processing of End User Personal Data under this Agreement by the Parties. Accordingly, if Partner wishes to use Proxies in connection with the Interoperable Messaging Services, Partner will notify WhatsApp in writing (email shall be sufficient) and the Parties will discuss what additional steps (if any) are reasonably necessary to implement the Partner's proposed use of Proxies. Without limiting the foregoing in this Section or any other part of this Agreement, any use of Proxies by Partner will be subject to Paragraph 7.6 of Annex 1 (Interoperable Messaging Services) and the Developer Documentation.

ANNEX 3: SECURITY REQUIREMENTS

1. Definitions

1.1. "**Data / Security Incident**" means any:

(1) security incident within the meaning of Article 40(2) of the European Electronic Communications Code (Directive EU 2018/1972) ("**EECC Security Incident**");
(2) incident within the meaning of Article 6 of the NIS 2 Directive (Directive EU 2022/2555) ("**NIS Incident**");
(3) personal data breach within the meaning of Article 4(3) of the ePrivacy Directive (Directive 2002/58/EC) ("**ePrivacy Personal Data Breach**");
(4) personal data breach within the meaning of Article 4(12) of Regulation (EU) 2016/679 ("**GDPR Personal Data Breach**");

in connection with or relating to the information systems that store or otherwise Process WhatsApp Personal Data, the Partner Services, the Partner Application or Infrastructure or any other loss or deletion, or unlawful, accidental or unauthorised Processing of any WhatsApp Personal Data or breach or compromise of the security, confidentiality, privacy, availability, authenticity or integrity of any WhatsApp Personal Data or information systems that store or otherwise Process WhatsApp Personal Data.

1.2. "**Reportable Event**" means a Data / Security Incident which Partner is required to notify WhatsApp or a competent authority of pursuant to Paragraph 4.2 or 4.3.

1.3. "**Significant Data / Security Incident**" is a Data / Security Incident that (1) affects a significant proportion of the WhatsApp Personal Data which is Processed by Partner or a significant volume of WhatsApp Personal Data (whether in terms of the number of Data Subjects or number of records or data affected) or (2) arises from a significant breach or compromise of Partner's security in connection with or relating to the information systems that store or otherwise Process WhatsApp Personal Data, WhatsApp Personal Data, Partner Services, Partner Application or Infrastructure.

1.4. "**Sublicensed Encryption Software**" means software, data, and related documentation relating to the Signal Protocol made available to Partner by WhatsApp.

1.5. "**System(s**)" has the meaning set out in Paragraph 6.1.

2. Messaging Encryption Protocol

2.1. Partner shall as a condition of establishing Interoperability and receiving the Interoperable Messaging Services from WhatsApp, use as its messaging encryption protocol for Partner Messages either:

2.1.1. the Sublicensed Encryption Software; or

2.1.2. at the sole risk and liability of Partner, an alternative encryption protocol that has been approved in writing by WhatsApp (at its absolute discretion) and subject to any validation requirements, policies and conditions of such approval specified by WhatsApp, and provided such alternative provides materially the same level of encryption as the Sublicensed Encryption Software.

2.2. Where WhatsApp makes the Sublicensed Encryption Software available to the Partner as part of the Interoperable Messaging Services in accordance with Paragraph 2.1.1 of this Annex, Paragraphs 2.3 to 2.5 of this Annex (inclusive) shall apply. Where Partner procures an alternative encryption protocol in accordance with Paragraph 2.1.2 of this Annex Paragraphs 2.3 to 2.5 of this Annex (inclusive) shall not apply.

2.3. In consideration of the Partner's performance of its obligations under this Agreement, and subject to Paragraphs 2.4 and 2.5, WhatsApp grants to the Partner a non-exclusive licence for the duration of the Agreement and – to the extent necessary - any applicable Transition Period to use the Sublicensed Encryption Software for the sole purpose of researching, developing, testing, and/or Interoperability of Partner Application and Services under this Agreement. Partner represents and warrants that it shall use the Sublicensed Encryption Software in accordance with the terms of this Agreement at all times and will not use the Sublicensed Encryption Software as made available under this Agreement for any purpose other than the foregoing in this Paragraph 2.3.

2.4. Partner shall not: (i) combine Sublicensed Encryption Software with any software licensed under any version of or derivative of the GNU General Public License (e.g.; GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL) in any manner that could cause, or could be interpreted or asserted to cause, the Sublicensed Encryption Software or any modifications to the Sublicensed Encryption Software to become subject to the terms of any version of or derivative of the GNU General Public License or other copyleft open source software; (ii) use the Sublicensed Encryption Software other than as specified in Paragraph 2.3; (iii) sub-license, assign or novate the benefit or burden of the licence in Paragraph 2.3 in whole or in part, notwithstanding any other provision in this Agreement; (iv) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Sublicensed Encryption Software in whole or in part or permit any third party to do any of the foregoing; (v) allow the Sublicensed Encryption Software to become the subject of any charge, lien or encumbrance; and/or (v) deal in any other manner with any or all of its rights and obligations under this Paragraph 2, without the prior written consent of WhatsApp.

2.5. Partner shall:

2.5.1. notify WhatsApp as soon as it becomes aware of any unauthorised use of the Sublicensed Encryption Software by any person;

2.5.2. keep a complete and accurate record of the Partner's (permitted) copying and disclosure of the Sublicensed Encryption Software and its users, and produce such record to WhatsApp on request from time to time;

2.5.3. if requested by WhatsApp, provide WhatsApp with any reasonable assistance, at Partner's reasonable cost, to enable WhatsApp to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Applicable Laws; and

2.6. Where the Partner's use of the Sublicensed Encryption Software or alternative encryption protocol is subject to any additional terms and conditions separately agreed by Partner with a third party ("**Third-Party Encryption Terms**"), the Partner shall provide WhatsApp with a copy of such Third-Party Encryption Terms. The Partner will indemnify, hold harmless, and defend WhatsApp, its Affiliates and their respective officers, directors, employees, sublicensees, contractors and agents from any and all claims, damages, liabilities, costs, demands, losses, penalties, fines, taxes, judgments and expenses (including legal and other professional adviser's fees and disbursements) arising out of or related to the Partner's breach of any Third-Party Encryption Terms. For clarity, WhatsApp does not require that the Partner enter into Third-Party Encryption Terms. The decision to enter into any such Third-Party Encryption Terms will be at the discretion of the Partner.

3. Technical and Organisational Security Measures.

3.1. Partner represents and warrants that Partner and Partner Parties shall:

3.1.1. implement and maintain, at a minimum and without limiting or affecting the other provisions of this Paragraph 3.1, the technical and organisational measures set out in the Appendix to this Annex in respect of WhatsApp Personal Data;

3.1.2. establish and maintain an environment that meets the highest standards of industry practice with the appropriate administrative, physical, organisational and technical safeguards that protect against the

unauthorised or unlawful collection, destruction, loss, access, use, storage, alteration or disclosure of WhatsApp's Confidential Information;

3.1.3. implement and enforce an appropriate network security program (that includes encryption in storage and transit);

3.1.4. implement and enforce appropriate network security measures, processes, and procedures;

3.1.5. not use or disclose for the purpose of serving advertisements any content or metadata derived from or within the WhatsApp Confidential Information, unless expressly permitted by WhatsApp;

3.1.6. not, directly or indirectly, sell, rent, disclose, distribute, commercially exploit, or transfer any Confidential Information of WhatsApp to any third party for any purpose whatsoever except as specified in this Agreement or other documented instructions provided by WhatsApp;

3.1.7. not collect, access, utilise, process, store, copy, modify, scrape, publish, republish, monitor, build databases of, create permanent copies of, subject to automated analytical techniques, create derivative works of, or disclose any WhatsApp Confidential Information except as specified in this Agreement or other documented instructions provided by WhatsApp; and

3.1.8. only use, and retain WhatsApp Confidential Information for the purposes of providing the Interoperable Messaging Services, and for no other individual or entity and for no other purpose.

3.2. Certificate Authorities. WhatsApp requires Partners to have a valid SSL/TLS certificate issued by a certificate authority trusted by major browsers and operating systems. WhatsApp retains the right to revoke trust of any certificate authority in the event of a compromise to the certificate authority's systems, until such time that WhatsApp is confident that the issue has been adequately addressed. Additionally, WhatsApp reserves the discretion to permanently revoke trust of any such certificate authority in the event that major web browsers or operating systems take similar action.

4. Data / Security Incidents

4.1. Partner is solely responsible and liable for the security, confidentiality, privacy, availability, authenticity and integrity of the Partner Application, Partner Services and its Infrastructure and information systems and any Data / Security Incident involving it or Partner Parties and compliance with this Agreement, Data Protection Requirements and Applicable Laws regarding them. Without prejudice to the foregoing, Partner accepts that (a) WhatsApp has an interest (including to protect its brand and WhatsApp Users) in understanding whether Partner Services, Partner Application and Partner's Infrastructure and information systems that involve the Processing of WhatsApp Personal Data or are otherwise connected to Interoperability are secure and compliant with this Agreement, Data Protection Requirements and Applicable Laws; and (b) WhatsApp may, where WhatsApp considers this to be appropriate, issue communications to WhatsApp Users and/or competent authorities in connection with a Data / Security Incident suffered by Partner.

4.2. WhatsApp acknowledges its responsibility for complying with its notification obligations under Applicable Law, and Partner shall comply with its obligations under Applicable Law to notify WhatsApp (by notice to at vendor-incident@meta.com) or any competent authority, in respect of a Data / Security Incident.

4.3. Partner shall notify WhatsApp at vendor-incident@meta.com within forty-eight (48) hours (or, if applicable, any shorter period required by Applicable Laws of becoming aware of any Significant Data / Security Incident even if notification is not required pursuant to Paragraph 4.3.

4.4. Without prejudice to Paragraphs 4.1 to 4.3, if Partner suffers a Data / Security Incident, Partner shall, without undue delay: (1) begin remediation of the Data / Security Incident; (2) reasonably cooperate with WhatsApp in connection with the Data / Security Incident; (3) where it is a Reportable Event, inform WhatsApp in reasonable detail of the nature (including, where possible, categories and approximate number of Data Subjects concerned and categories and approximate number of data records concerned), and likely consequences of the Data / Security Incident and corrective actions being taken; and (4) on request, provide WhatsApp any information it may reasonably require to investigate whether there is any security vulnerability or other issue for WhatsApp,

Systems, the WhatsApp Application, Infrastructure or the Services. Partner shall keep WhatsApp updated about Partner's compliance with any notification or other Data Protection Requirements applicable to Processing of WhatsApp Personal Data.

4.5. Without prejudice to Paragraphs 4.1 to 4.4, if Partner suffers a Data / Security Incident, Partner shall provide to WhatsApp any and all information relating to any Data / Security Incident and assistance WhatsApp requires to enable it to determine whether Partner has complied with this Agreement and, where applicable, for WhatsApp to discharge its obligations under Applicable Laws (including, where applicable, all information required to be notified to the competent authority and affected individuals and resources and assistance as are required by WhatsApp in connection with such notification).

4.6. Where the Partner intends to make any notice or statement (or provide any documents) to any third party (including the media, consumers, competent authorities, relevant regulators and/or individuals affected) about a Reportable Event and/or matters concerning any Interoperable Messaging Services, Partner shall promptly, and where possible in advance for WhatsApp's review and input, provide to WhatsApp a copy of any such statements or documents unless prohibited by Applicable Law.

4.7. WhatsApp may take enforcement action against Partner, including limiting, suspending, or terminating Partner's access to all or any portion of Interoperable Messaging Services or taking other action that may be reasonably necessary to protect the privacy, integrity or security of WhatsApp Users, Infrastructure, and WhatsApp Personal Data, if: (i) WhatsApp determines in its reasonable discretion that Partner has violated this Agreement; and/or (ii) Partner fails to reasonably cooperate with WhatsApp's reasonable request from time to time for information regarding Partner's privacy and security practices; or (iii) following a Data / Security Incident.

4.8. If WhatsApp suffers a Data / Security Incident, Partner shall provide to WhatsApp (a) such assistance as WhatsApp reasonably requires to enable WhatsApp to investigate such Data / Security Incident and discharge its obligations under Data Protection Requirements applicable to WhatsApp Personal Data or the Processing thereof (including all information reasonably required to notify any supervisory authority or other relevant regulator, individual and/or other third-party); and (b) any other resources and assistance as reasonably required by WhatsApp in connection with such investigation and/or notification(s), as applicable.

5. WhatsApp Personal Data

5.1. In addition to any other data security terms set forth in this Agreement or by Applicable Laws, Partner's safeguards for WhatsApp Personal Data will include Partner maintaining an information security and privacy programme that: (i) is designed to protect the security, and protect against the unauthorised or unlawful processing, of WhatsApp Personal Data; (ii) meets the applicable standards of industry practice that are relevant to Partner's activities and the volume and sensitivity of WhatsApp Personal Data, including the appropriate physical, technical and organisational measures that protect against the unauthorised or unlawful processing of WhatsApp Personal Data; (iii) includes an appropriate network security programme; and (iv) complies with all Data Protection Requirements applicable to WhatsApp Personal Data or the Processing thereof.

5.2. Without prejudice to Paragraph 4.1, upon WhatsApp's reasonable request, Partner shall participate in initial and periodic third-party assessments to address privacy and security requirements with respect to Partner's Processing of WhatsApp Personal Data under this Agreement.

5.3. Partner shall not request, on WhatsApp's behalf, user passwords for any application, website, or other services that are not controlled by WhatsApp.

5.4. If WhatsApp Personal Data received by Partner includes user passwords then Partner shall ensure that such passwords are encrypted in storage and transit.

6. Systems and Security

6.1. In addition to any other data security terms set forth in this Agreement, if Partner is granted access to any WhatsApp or its Affiliates' systems, networks, databases, computers, or other information systems owned,

controlled or operated by or on their respective behalf (collectively "**System**(**s**)"), then such access is subject to Partner's and the Partner Parties' Compliance. Access to Systems is granted solely to facilitate the Services, and is limited to those specific Systems, time periods, and personnel as are separately designated by WhatsApp in writing. Partner represents and warrants that it has adequate security measures in place to comply with the above obligations and to ensure that access granted arising from this Agreement will not impair the integrity and availability of Systems.

6.2. Partner represents and warrants that it shall not introduce into WhatsApp's Systems or Infrastructure, the Sublicensed Encryption Software, or otherwise make accessible to WhatsApp any viruses or any software licensed under the General Public Licence or any similar licence (e.g. GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL)) containing a "copyleft" requirement during performance of the Services.

Appendix to Annex 3

- Minimum Technical and Organisational Measures

Partner shall implement the security objectives described below to protect its systems, including the physical, technical, and administrative controls that govern access to and use of the Partner systems. To enable oversight of the Partner's implementation of the measures, Partner shall have in place a dedicated security team to oversee the development, implementation, effectiveness testing and ongoing maintenance of a security program, in order to realise these security requirements.

The Partner shall also, at the request of WhatsApp, be able to describe the means by which it is achieving these security requirements and shall maintain appropriate records and other evidence to enable the Partner to review the implemented security measures.

1. **Physical and Environmental Security**. The Partner's security measures will include controls designed to ensure that physical access to data processing facilities, organisational assets and systems under its control ("**Data Processing Facilities**") are limited to authorised persons and that environmental controls are established to detect, prevent, and control destruction due to environmental hazards. These controls will include:
   1.1. Logging and auditing of physical access to Data Processing Facilities by employees and contractors;
   1.2. Camera surveillance systems at Data Processing Facilities;
   1.3. Systems that monitor and control temperature and humidity for the computer equipment at the Data Processing Facilities;
   1.4. Power supply and backup generators at the Data Processing Facility;
   1.5. Procedures for secure deletion and disposal of data, subject to this Agreement; and
   1.6. Protocols requiring ID cards for entry to all facilities for all personnel working on the Interoperable Messaging Services.

2. **Personnel**
   2.1. Training. Partner will ensure that all personnel with access to WhatsApp Personal Data undergo security training.
   2.2. Confidentiality. Partner will contractually bind personnel with access to WhatsApp Personal Data to appropriate confidentiality requirements.
   2.3. Screening and Background Checks. Partner will have a process for:
      2.3.1. verifying the identity of the personnel with access to WhatsApp Personal Data; and
      2.3.2. performing background checks, where legally permissible, on personnel working on or supporting aspects pertaining to the Interoperable Messaging Services in accordance with WhatsApp standards.
   2.4. Personnel Security Breach. Partner will take disciplinary action in the event of unauthorised access to Interoperable Messaging Services by Partner personnel, including, where legally permissible, punishments up to and including termination.

3. **Security Testing**. Partner will perform regular security and vulnerability testing to assess whether key controls are implemented properly and are effective.

4. **Access Control**.
   4.1. Password Management. Partner has established and will maintain procedures for password management for its personnel, designed to ensure passwords are personal to each individual, and inaccessible to unauthorised persons, including at minimum:
      4.1.1. password provisioning, including procedures designed to verify the identity of the user prior to a new, replacement, or temporary password;

4.1.2. cryptographically protecting passwords when stored in computer systems or in transit over the network;
4.1.3. altering default passwords from vendors;
4.1.4. strong passwords relative to their intended use; and
4.1.5. education on good password practices.

4.2. Access Management. Partner will also control and monitor its personnel's access to its systems using the following:
4.2.1. established procedures for changing and revoking access rights and user IDs, without undue delay;
4.2.2. established procedures for reporting and revoking compromised access credentials (passwords, tokens etc.);
4.2.3. maintaining appropriate security logs including where applicable with userid and timestamp;
4.2.4. synchronising clocks with NTP; and
4.2.5. logging the following minimum user access management events:
4.2.5.1. authorisation changes;
4.2.5.2. failed and successful authentication and access attempts; and
4.2.5.3. read and write operations.

5. **Communications Security**
5.1. Network Security
5.1.1. Partner will employ technology that is consistent with industry standards for network segregation.
5.1.2. Remote network access to Partner systems will require encrypted communication via secured protocols and use of multi-factor authentication.
5.2. Protection of Data in Transit
5.2.1. Partner will enforce use of appropriate protocols designed to protect the confidentiality of data in transit over public networks.

6. **Vulnerability Management**. Partner has instituted and will maintain a vulnerability management program covering the Interoperable Messaging Services that includes definitions of roles and responsibilities for vulnerability monitoring, vulnerability risk assessment, and patch deployment.

7. **Data / Security Incident Management**
7.1. Data / Security Incident Response. Partner will maintain a security incident response plan for monitoring, detecting, and handling possible Data / Security Incidents affecting WhatsApp Personal Data. The Data / Security Incident response plan at least includes definitions of roles and responsibility, communication, and post-mortem reviews, including root cause analysis and remediation plans.
7.2. Monitoring. Partner will monitor for any Data / Security Incidents and malicious activity affecting WhatsApp Personal Data.

ANNEX 4: INTEGRITY REQUIREMENTS

1. **Definitions**

1.1. "**CSAM**" has the meaning set out in Paragraph 3.1.2.

1.2. "**Integrity Breach**" has the meaning set out in Paragraph 2.1.

2. **WhatsApp User Integrity**

2.1. WhatsApp works to protect the safety, security, and integrity of WhatsApp Users, including by taking appropriate action in response to activity on WhatsApp services in violation of WhatsApp Policies and/or Applicable Laws. If WhatsApp becomes aware of any such activity in connection with the Interoperable Messaging Services (each such instance an "**Integrity Breach**"), WhatsApp reserves the right to take such action as it deems necessary and proportionate to protect the security and safety of WhatsApp Users.

2.2. If WhatsApp determines that an Integrity Breach has occurred, WhatsApp may take all or any of the following enforcement actions, without prejudice to any other rights or remedies available to it under this Agreement and Applicable Laws:

2.2.1. Blocking of a WhatsApp User or a Partner User from Interoperability.

2.2.2. Disclosure of information to law enforcement or other competent authorities that WhatsApp reasonably determines is appropriate and/or required by Applicable Law.

2.2.3. Suspension of the Interoperable Messaging Services in accordance with Section 5.1.

For avoidance of doubt, the foregoing list is not exhaustive, and WhatsApp may take any other action it reasonably deems to be appropriate depending on the circumstances of the specific Integrity Breach.

2.3. Partner will upon request, provide reasonable assistance to WhatsApp in responding to and resolving any Integrity Breach to WhatsApp's reasonable satisfaction. WhatsApp retains sole discretion to determine whether an Integrity Breach has occurred.

2.4. WhatsApp excludes all liability to the full extent permitted under Applicable Laws for any and all actions taken in response to Integrity Breaches.

3. Partner User Integrity

3.1. Partner will develop, implement and enforce appropriate policies that govern the use of the Partner Application by Partner Users, and will use all reasonable endeavours to ensure that Partner Users do not use the Partner Application to communicate with WhatsApp Users:

3.1.1. In any way that breaches Applicable Laws.

3.1.2. In any way in connection with child sexual exploitation or abuse material ("**CSAM**").

3.1.3. To share terrorist content.

3.1.4. To transmit unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

3.1.5. To transmit, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

ANNEX 5: PRIVACY AND DATA PROTECTION REQUIREMENTS

1. Definitions

1.1. "**Controller**", "**Processor**", "**Data Subject**", "**Processing**", "**Processed**" and "**Personal Data**" will have the meanings as set out in (or to the nearest equivalent term in) the Data Protection Legislation.

1.2. "**Data Protection Legislation**" means any and all Applicable Laws related to data protection, data security, marketing, privacy, or the Processing of Personal Data in the EEA, including, to the extent applicable, the Regulation (EU) 2016/679 ("**GDPR**"), Directive 2002/58/EC, Directive 2009/136/EC, together with any local, amending or replacement legislation in any EEA Member State.

1.3. "**Data Protection Requirements**" means, to the extent applicable,

1.3.1. Data Protection Legislation; and

1.3.2. any and all other Applicable Laws related to data protection, data security, marketing, privacy or the Processing of Personal Data.

1.4. "**Privacy Rights**" means all rights granted to individuals under Data Protection Requirements concerning the Processing of their Personal Data by Partner or WhatsApp, including, to the extent applicable, any rights of access, knowledge, correction, objection, erasure, restriction, deletion, data portability or similar rights granted under Data Protection Requirements.

1.5. "**Relevant Party**" has the meaning set out in Paragraph 2.6.

1.6. "**SCCs**" means the European Commission's standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 as set out in annex to Commission Decision 2021/914 which, as of the last updated date, are available at the link https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

2. Requirements

2.1. The Parties acknowledge and agree that in relation to the Interoperable Messaging Services WhatsApp and Partner each independently determine the purposes and means of their own processing of the WhatsApp Personal Data and Partner Personal Data and as such are each independent controllers in respect of their respective Processing of that Personal Data.

2.2. To the extent that Partner Personal Data and/or WhatsApp Personal Data is shared between, and otherwise processed by, Partner and WhatsApp (each acting as independent controllers) under or in connection with this Agreement:

2.2.1. each Party shall be individually responsible for ensuring that its Processing of the Personal Data is lawful, fair and transparent in accordance with applicable Data Protection Requirements, including where applicable on the basis that the Data Subject has unambiguously given his or her consent, or on the basis of some other valid ground provided for in applicable Data Protection Legislation; and

2.2.2. each Party shall implement and maintain appropriate technical and organisational measures to protect any such Personal Data in its possession or control from: (i) accidental or unlawful destruction,

and (ii) loss, alteration, or unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by any Processing and the nature of the Personal Data to be protected.

2.3. Partner shall ensure that its performance under this Agreement and Processing of Personal Data under or in connection with this Agreement complies with this Agreement and all Data Protection Requirements applicable to such performance or Processing.

2.4. The Parties may retain such documentation as they determine to comply or demonstrate compliance with Applicable Law.

2.5. Partner shall reasonably cooperate with WhatsApp's reasonable periodic requests for information regarding Partner's data protection, data security, marketing and privacy practices and compliance with this Agreement, including information WhatsApp deems reasonably necessary to comply or demonstrate compliance with Applicable Law.

2.6. If either Party receives (the "**Relevant Party**") any correspondence, inquiry, or complaint from any individual (including to exercise any Privacy Rights concerning WhatsApp Personal Data), supervisory authority, other relevant regulator, or other third-party in connection with WhatsApp Personal Data or Partner Personal Data processed by it (collectively, "**Correspondence**"), then:

2.6.1. the Relevant Party as independent controller is and shall remain solely responsible in relation to the Correspondence; and

2.6.2. If the Relevant Party cannot do so without the other Party's cooperation, the other Party shall cooperate as reasonably necessary to enable the Relevant Party to respond to such Correspondence.

2.7. Partner shall ensure that its personnel, Affiliates, sub-Processors and sub-contractors comply with this Annex 5 (Privacy and Data Protection Requirements) and that any individuals involved in the Processing of WhatsApp Personal Data will undergo appropriate training and are made aware of their obligation to respect the confidentiality and handling of WhatsApp Personal Data.

3. Information Security

3.1. The Parties shall comply with Annex 3 (Security Requirements).

4. Data / Security Incidents

4.1. Annex 3 (Security Requirements) applies in the event of a Data / Security Incident.

5. International Transfers

5.1. Partner shall comply with all Applicable Laws governing any transfer of Partner Personal Data to WhatsApp.

5.2. If Personal Data is transferred by WhatsApp to Partner in connection with this Agreement and Partner is located outside the EEA, such transfer shall be governed by the SCCs (which are incorporated by reference into this Agreement to that extent) in accordance with this Paragraph 5.2.

5.2.1. Partner shall comply with the SCCs (Module One: Transfer controller to controller).

5.2.2. The Appendix to the SCCs is as set out in the Appendix to this Annex.

5.2.3. For the purposes of Section III, Clause 14 of the SCCs, Partner shall provide full responses to a *Transfer Impact Assessment Questionnaire* provided by WhatsApp and the Parties acknowledge that the responses to it may be used for compliance with Clause 14 of the SCCs.

5.2.4. For the purposes of Section IV, Clause 17 of the SCCs, Option 1 shall apply and the EEA Member State shall be Ireland and the courts of Ireland shall apply for Clause 18(b) of the SCCs.

5.2.5. WhatsApp and Partner agree that the optional Section I, Clause 7 and optional paragraph in Section II, Clause 11 in the SCCs shall not be incorporated into the SCCs for the purposes of the Agreement.

5.3. Without prejudice to the provisions set out in Paragraph 5.2, nothing in the Agreement is intended to vary or modify the SCCs.

5.4. In the event that the SCCs are: (i) deemed invalid by the European Commission or a relevant regulator or supervisory authority for whatever reason; or (ii) superseded by other standard contractual clauses issued or approved by the European Commission or a relevant regulator or supervisory authority, WhatsApp and Partner shall immediately comply with such other standard contractual clauses or any other valid mechanism under Applicable Law for transferring WhatsApp Personal Data to outside the EEA.

5.5. Paragraph 5.2 shall not apply to the extent that WhatsApp Personal Data is transferred to a country or territory which is, at the time of such transfer, deemed to ensure an adequate level of protection by the European Commission (such as to Partner in the US where it is certified to the EU-US Data Privacy Framework).

6. Transparency and Notices

6.1. WhatsApp makes available information to Data Subjects regarding the sharing of WhatsApp Personal Data as a result of the Interoperable Messaging Services in the WhatsApp's Privacy Policy, which is currently available at https://www.whatsapp.com/legal/privacy-policy-eea. Partner must provide to its End Users (and other relevant Data Subjects), and comply with, a publicly available and easily accessible privacy policy which complies with Applicable Law. Specifically and without limitation, with respect to the Interoperable Messaging Services, Partner will clearly disclose to its End Users (and other relevant Data Subjects) which Personal Data WhatsApp will have access to. Partner may only Process WhatsApp Personal Data as clearly described in a Partner privacy policy, only to the extent that is strictly necessary to provide effective Interoperability and in accordance with Applicable Laws and this Agreement and must provide WhatsApp users notice of how their data will be processed in accordance with such policy. Any privacy policies of the Partner will not supersede or modify this Agreement or any other applicable terms or policies and Partner shall ensure that its privacy policy is consistent with this Agreement. Partner must retain all of its privacy policies in effect while using the Interoperable Messaging Services and provide them to WhatsApp upon request.

Appendix to Annex 5

Annex I of the Appendix to the SCCs - Details of the Transfers

Module	Module One: Transfer controller to controller
A. List of Parties	
Data exporter	**Name**: WhatsApp **Address**: As set out at the start of the Agreement. **Contact person**: Stephen Deadman, Data Protection Officer, dpo@fb.com **Signature**: Where Partner is located outside the EEA, WhatsApp is deemed to have signed the SCCs upon signing of the Agreement. **Role**: controller
Data importer	**Name**: Partner **Address**: As set out at the start of the Agreement. **Contact person**: The contact person provided by Partner as the contact point for the Agreement. **Signature**: Where Partner is located outside the EEA, Partner is deemed to have signed the SCCs upon signing of the Agreement. **Role**: controller
B. Description of Transfer	
Categories of data subjects whose personal data is transferred	WhatsApp Users and Data Subjects whose Personal Data is included in WhatsApp Users' messages.
Categories of personal data transferred	Phone number, user content, usage information, device and connection information and authentication information, to the extent comprising Personal Data relating to Data Subjects in the EEA.
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),	Sensitive data to the extent included in WhatsApp Users' messages. The applied restrictions and safeguards are set out in Annex 3 (Security Requirements).

keeping a record of access to the data, restrictions for onward transfers or additional security measures.	
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).	Ongoing as necessary to provide Interoperability.
Nature of the processing	Processing operations necessary to provide Interoperability.
Purpose(s) of the data transfer and further processing	Provision of Interoperability.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	Until the termination of the Agreement (or, if later, no more than thirty (30) days after the Transition Period) unless Applicable Law requires such personal data to be retained for a longer period, in which case Partner (or Partner's sub-processor(s), if any) shall only retain such personal data for the period required by such Applicable Law.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	As determined in accordance with the provisions of the Agreement.
C. Competent Supervisory Authority	
Identify the competent supervisory authority/ies in accordance with Clause 13	Irish Data Protection Commission

Annex II of the Appendix to the SCCs - Technical and Organisational Measures

Description of the technical and organisational measures implemented by the data importer (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.

As set out in Annex 3 (Security Requirements).