

## GENERAL PROVISIONS FOR CONNECTION OF USER COMPANIES TO THE ID06 SYSTEM

### 1 BACKGROUND

- 1.1 ID06 AB ("**ID06**") develops and administers, together with external parties, an authorisation and information system the purpose of which is to combat undeclared work and other economic crime and to promote healthy competition in the labour market (the "**ID06 System**").
- 1.2 These general provisions ("**General Provisions**") shall apply between ID06 and a company, government agency, association or other organisation who connects to the ID06 System (the "**User Company**"). By connecting to the ID06 System, the User Company can order ID06 Cards for its employees and certain other categories of personnel, as well as use the services which are supplied from time to time within the scope of the ID06 System.
- 1.3 The User Company connects to the ID06 System by approving these General Provisions and paying the charges stipulated for User Companies. The User Company undertakes to comply with these General Provisions at all times.

### 2 DEFINITIONS

In these General Provisions, the following terms shall have the following meanings:

" <b>Authorised User</b> "	has the meaning given in clause 5.1.2;
" <b>General Provisions</b> "	has the meaning given to it in the Background clause;
" <b>ID06</b> "	means ID06 AB, company registration no. 559052-2040;
" <b>ID06 Card</b> "	means the cards used in the ID06 System;
" <b>ID06 Company Report</b> "	means a service where User Companies are given the opportunity to access financial and other company-related information about other User Companies, or potential partners who can be expected to connect to the ID06 System, they are considering working with;



ID06

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<b>“ID06 Competence Database”</b>	means a register of training certificates that has been developed to make workplaces safer and more secure. Individuals have access to their own information and User Companies have access to information about their own employees in the ID06 Competence Database;
<b>“ID06 Manager”</b>	means the party responsible for there being an ID06 Service at the workplace;
<b>“ID06 Portal”</b>	means the digital platform through which ID06 supplies various services and Information to User Companies and which is described in further detail in clause 5;
<b>“ID06 Service”</b>	means a service, product, system or application device that depends on the ID06 System for its function;
<b>“ID06 Stamp”</b>	means an analysis and storage service for electronic personnel registers within the ID06 System;
<b>“ID06 Supplier”</b>	means a supplier who provides an ID06 Service;
<b>“ID06 System”</b>	has the meaning given to it in the Background clause;
<b>“Information”</b>	means such information that ID06 is in possession of and which, from time to time, is supplied to User Companies via the ID06 Portal or an ID06 Service;
<b>“Student ID06 Card”</b>	is a special type of ID06 Card issued by elevID06 AB that can be ordered by schools and colleges for teachers and students involved in training as part of a traineeship programme that requires possession of an ID06 Card;
<b>“Undeclared Work”</b>	means work performed for which statutory taxes and charges, such as income tax and national insurance contributions, are evaded; and
<b>“User Company”</b>	has the meaning given to it in the Background clause.

### **3 ID06'S OBJECTIVE AND THE PURPOSE OF THE ID06 SYSTEM AND DELIVERY OF SERVICES**

- 3.1 ID06's objective is to create conditions for healthy competition by developing and supplying IT systems, IT infrastructure, IT based search and analytical services and other support to companies, government agencies and other organisations in order to combat Undeclared Work and other economic crime, promote workplace security and contribute to streamlining work processes and thereby promote common public interests.
- 3.2 The primary purpose of the ID06 System is to combat Undeclared Work and other financial crime by contributing to effective tax controls, but also to promote workplace security for example by facilitating compliance with health and safety legislation and helping to streamline work processes through increased opportunities for digitization.
- 3.3 The core function of the ID06 System is to secure the employment relationship between an employer who meets the criteria for connecting to the ID06 System and a correctly identified employee. The employment relationship is confirmed by the issuance of an ID06 Card. Entry to and exit from workplaces can be logged, thereby creating the basis for effective tax controls. This is done by recording an individual's time logs alongside the employer's company registration number.
- 3.4 Connection to the ID06 System is conditional upon the User Company:
- a) complying with the purpose of the ID06 System and participating in ID06's work to promote regulatory compliance;
  - b) complying with applicable law in all essential respects; and
  - c) being approved for corporation tax (F tax) by the Swedish Tax Agency. The government, municipalities and county councils are exempt from this condition.
- 3.5 These General Provisions govern the provision and use of ID06 Services. In addition to these General Provisions, an ID06 Service may be governed by particular terms and conditions that specifically apply to the service.
- 3.6 ID06 reserves the right to make changes to an ID06 Service. Such changes may refer, for example, to changes to the technical solution, its design or the Information that is provided.
- 3.7 In addition to these General Provisions, the use of a service provided by an external ID06 Supplier is governed by the ID06 Supplier's terms and conditions.

## **4 TERMS AND CONDITIONS FOR USING SERVICES IN THE ID06 SYSTEM**

### **4.1 Ordering and registering ID06 Cards**

4.1.1 User Companies are entitled to order and register ID06 Cards for employees for whom the User Company pays salary and statutory payroll fees (in EU Directives, referred to as social security contributions).

4.1.2 In addition, the following provisions regarding ordering, registration and validity of ID06 Cards shall apply:

- a) ID06 Cards may only be ordered for persons entitled to work within the European Union, EEA or EFTA;
- b) for citizens from a country outside the European Union, EEA or EFTA, the ID06 Card's validity is conditional on the person holding a valid work and residence permit;
- c) an employer or self-employed person established in a country other than Sweden who posts an employee or who presents in person as a self-employed worker to work in Sweden for a limited period of time must notify the Swedish Work Environment Authority's register of posted workers by no later than the date of commencement of the posting;
- d) for persons studying and undertaking work placements in vocational training programmes at technical colleges or university colleges/universities, their ID06 Cards must be registered by their school or college;
- e) for students and teachers in upper secondary school programmes, ID06 Cards shall be ordered by their school. For more information on how to order ID06 Cards, please visit [www.id06.se](http://www.id06.se);
- f) for persons enrolled with the Swedish Public Employment Agency who undertake work placements, their ID06 Cards must be registered by the Swedish Public Employment Agency;
- g) for persons who perform work entirely or partly on a charitable or volunteer basis, in a non-profit organisation or religious community, their ID06 Cards must be ordered and registered by the organisation or religious community in question;

- h) for persons with LMA (asylum seeker) cards in accordance with the Swedish Act (1994:137) on the Reception of Asylum Seekers etc., who undertake work placements at a company, the applicant company shall, when ordering an ID06 Card, attach a copy of the relevant individual's asylum seekers card and a copy of the work placement agreement drawn up between the issuing agency and the company supervising the individual; and
- i) for agency staff at a workplace, their ID06 Cards shall be ordered and registered by the employing agency in question.

4.1.3 If the User Company registers an ID06 Card for persons other than those listed in clauses 4.1.1 and 4.1.2 above, or otherwise materially breaches clause 4 or applicable law, ID06 has the right to block the User Company's ID06 Cards from further use with immediate effect. A material breach shall be deemed to exist if, for example, there is no employment relationship between a User Company and a person for whom the User Company has registered an ID06 Card, and none of the exceptions in clause 4.1.2 are applicable, or if a notification under that clause has not been made.

## **4.2 Terms and conditions for workplaces using the ID06 System**

4.2.1 The User Company shall ensure that its employees, or a person performing work for the User Company with or without payment, and who are present at a workplace where the ID06 System is used:

- a) possess and visibly display a valid ID06 Card;
- b) are able, upon request, to display valid ID (passport or other photo ID issued by a government agency or other body issuing generally recognised and accepted ID documentation);
- c) if stated in the contract documents between a User Company and its client, the User Company shall notify the ID06 Manager in advance which of the User Company's employees are entitled to be present at the workplace. Pre-registration shall include the name and company registration number of the User Company, as well as the employee's name and ID06 Card number. The ID06 Manager has the right to indicate exemptions from the pre-registration obligation;
- d) log entry and exit in the electronic personnel register when required to do so by law and according to the specific regulations that may apply at the workplace;

- e) inform the ID06 Manager without delay when becoming aware of faults and defects that may affect the ID06 System's management;
  - f) comply with the rules and safety regulations applicable to the workplace; and
  - g) otherwise comply with applicable law and government regulations.
- 4.2.2 Notwithstanding what is set out in clause 4.2.1 above, a person who is present at the workplace for a shorter period of time and who only loads or unloads material, goods or equipment at a designated location, is not required to log his or her entry and exit unless otherwise follows from specific agreements or special regulations in force at the workplace.
- 4.2.3 When there is a requirement to set up a personnel register in accordance with the Swedish Tax Procedure Act (2011:1244), the main contractor's responsibility to provide equipment to enable a coordinated electronic personnel register of all contractors present at the workplace to be kept, can, in some cases, be transferred. If such a transfer has been made to the User Company, the User Company shall provide such equipment, keep the coordinated electronic personnel register available to the Swedish Tax Agency and store the data in accordance with the requirements in the Swedish Tax Procedure Act, so that a coordinated electronic personnel register can be kept for all contractors at the workplace.
- 4.2.4 The ID06 Manager at a workplace has the right to follow up and verify that the persons present at a workplace have ID06 Cards, that an entry and exit log is kept and to refuse persons not meeting these requirements entry to the workplace.
- 4.2.5 The ID06 Manager and User Companies have the right to compile a list of accumulated hours at the workplace at company registration number level for an individual User Company and the User Companies it has a contractual relationship with for the purpose of combating false certificates and dummy invoicing. No personal data or login/logout times may appear on such lists. When requested by a User Company, the ID06 Manager is obliged to assist User Companies at the workplace with the possibility to create such a list. The list may not be used for purposes other than those set out in this clause 4.2.5.

- 4.2.6 Unless otherwise stated in the contract documents between the User Company and its client, the User Company shall, at workplaces where the ID06 System is used, pay an administration fee to the ID06 Manager each recorded time any of the User Company's employees, or a person performing work for the User Company, cannot display a valid ID06 Card or breaches the provisions of clauses 4.2.1 b), c) or d). This administration fee shall amount to SEK 500 per person per day. If a failure to comply with the Swedish Tax Procedure Act (2011:1244) results in a sanction from the Swedish Tax Authority, an administration fee in accordance with this clause may not be imposed.
- 4.2.7 The User Company is obliged to ensure that sub-contractors engaged by the User Company, and any contractors of sub-contractors, and sub-sub-contractors and so on, comply with the requirements in this clause 4.2 when working at the workplace.
- 4.2.8 The User Company is aware of the importance of complying with these General Provisions and that a breach of them may result in material damage to the User Company's Client or other affected parties.

## 5 THE ID06 PORTAL – THE USER COMPANY'S WINDOW INTO THE ID06 SYSTEM

### 5.1 Access to the ID06 Portal

- 5.1.1 By connecting to the ID06 System, the User Company gains access to the ID06 Portal. Using the ID06 Portal, the User Company can access Information stored in the ID06 System about the User Company and its employees as well as other information that ID06 may provide from time to time. In some situations, the ID06 Portal also allows the User Company to download Information to its own IT system.
- 5.1.2 After validating the User Company's connection to the ID06 System and approval of these General Provisions, the User Company is given the opportunity to list users who shall be authorised to use the ID06 Portal on the User Company's behalf ("**Authorised User**"). An Authorised User shall be deemed to be authorised to obtain information from ID06 on behalf of the User Company, to accept the terms and conditions for the services provided by ID06 and provide or approve instructions for the processing of personal data in accordance with the applicable Data Processing Agreement. Processing of Authorised Users' personal data in connection with their use of the ID06 Portal shall take place in accordance with the ID06 Privacy Policy.
- 5.1.3 ID06 reserves the right to deny a User Company, or a user designated by the User Company, connection to the ID06 Portal if connection has previously been terminated due to misuse of the ID06 System.

## **5.2 Using the ID06 Portal**

- 5.2.1 In order to use the ID06 Portal, the User Company must have an internet connection and equipment that allows access to the ID06 Portal. Information about the technical requirements for the ID06 Portal is available on [www.id06.se](http://www.id06.se).
- 5.2.2 The User Company is obliged to observe ID06's instructions and applicable laws and regulations when using the ID06 Portal. The User Company may not use the ID06 Portal or Information obtained through the Portal and may not allow anyone else to use the ID06 Portal, in a manner that causes damage or other inconvenience to ID06 or any other party. Furthermore, the User Company shall ensure that any defects and errors encountered in the ID06 Portal are reported to ID06 without delay.
- 5.2.3 The Information that the User Company is given the opportunity to download from ID06 to its own system may constitute personal data at the User Company. It is the responsibility of the User Company, in its capacity as data controller, that the processing of personal data that takes place in the User Company's business is consistent with applicable data protection legislation.
- 5.2.4 The User Company is responsible for ensuring that login details and passwords for the ID06 Portal are stored securely and not used by or disclosed to unauthorised persons. The User Company is responsible for keeping its access rights updated in the ID06 Portal. If the User Company suspects that an unauthorised person has gained access to the User Company's login details, the User Company is obliged to immediately change the login details or, if this is not possible, notify ID06.
- 5.2.5 The User Company may, when connected to the ID06 Portal, use the specific ID06 logo applicable to User Companies. The logo may be used by the User Company in contexts consistent with ID06's objective and the purpose of the ID06 System and if the use in general satisfies good practice and is done with good judgement. The right to use the logo ceases when a User Company is no longer connected to the ID06 System.
- 5.2.6 All use of the ID06 Portal is traceable. The User Company is responsible for ensuring that the Authorised User's use of the ID06 Portal and the services therein takes place in accordance with the General Provisions as well as any guidelines specified in the ID06 Portal.



### **5.3 Availability of and restrictions on access to the ID06 Portal**

5.3.1 With the exception of scheduled maintenance, the ID06 Portal is usually available 24 hours a day every day of the year. In the event of an interruption to the service, ID06 will promptly take the measures necessary to minimise its effects. ID06 provides no promises or guarantees regarding the ID06 Portal's functionality or the services provided through the ID06 Portal. ID06 also reserves the right to temporarily suspend supply of the ID06 Portal for, for example, maintenance, bug fixes and upgrades. Operational information is provided continuously on [www.id06.se](http://www.id06.se).

5.3.2 If the User Company fails to comply with these General Provisions, or if ID06 has reasonable grounds to suspect that the User Company lacks in its compliance, ID06 has the right to immediately block the User Company's, or an Authorised User's, access to the ID06 Portal until the User Company can prove that the breach or faults have been rectified. ID06 shall inform the User Company without delay when measures under this clause 5.3.2 are taken. In event of material breaches or faults, ID06 is also entitled to terminate the User Company's connection to the ID06 System.

### **5.4 Changes to the ID06 Portal**

ID06 has the right to make changes to the ID06 Portal. Such changes may concern, for example, changes to the technical solution for the ID06 Portal, its design or the Information provided. This may result in certain features being removed, modified or added, and that the technical conditions for accessing the ID06 Portal or certain Information change.

## **6 INFORMATION**

6.1 The User Company has the right to use Information obtained through an ID06 Service for the following areas of use:

- a) maintaining and complying with the requirements regarding electronic personnel registers;
- b) identification;
- c) obstructing the incidence of Undeclared Work and other financial crime;
- d) ensuring that persons at the workplace have the required skills; or
- e) managing and administering the work in the User Company's business.

- 6.2 The Information obtained through the ID06 System shall be used with good judgement, in a responsible and secure manner and always in accordance with applicable law, including applicable data protection legislation, and the purpose of the ID06 System.
- 6.3 A User Company may not use Information in the ID06 Competence Database regarding individuals linked to another User Company for recruitment purposes or to build its own competence database. Information from the ID06 Competence Database regarding individuals linked to another User Company may only be used locally at one single workplace.
- 6.4 ID06 strives to ensure that the Information is of good quality and supplied with a high level of availability. However, the User Company is informed that:
- a) the Information has been registered by User Companies and independent ID06 Suppliers. While ID06, through agreements, has imposed strict requirements that the registration of Information must be correct, the registration has taken place without ID06's participation or direct control. ID06 is therefore unable to guarantee the quality of the Information or that the Information is otherwise correct, complete or up to date; and
  - b) ID06 provides no promises regarding the availability of the Information provided.
- 6.5 The User Company is requested to report incorrect data in the Information to ID06 in the manner described on [www.id06.se](http://www.id06.se).
- 6.6 The User Company shall, in addition to what is stated in this clause 6, follow the general guidelines for using Information listed on [www.id06.se](http://www.id06.se).

## **7 ID06 STAMP**

- 7.1 In order to make it easier for the User Company to maintain electronic personnel registers and ensure regulatory compliance, ID06 provides the ID06 Stamp service which collects all of the User Company's electronic personnel registers created in the ID06 System. Personal data processing in ID06 Stamp is governed by Appendix 1 (Data Processing Agreement).

- 7.2 The User Company grants ID06 the right to collect such information, including personal data, that the User Company stores in ID06 Stamp and process the collected data within the scope of ID06's operations in order to secure ID06's objectives and the purpose of the ID06 System as stated in clause 3 above. ID06 shall pay particular attention to and observe any confidentiality that may prevail under clause 13 and personal data processing shall take place in accordance with ID06's prevailing Privacy Policy.

## **8 AUDITS**

ID06 has the right to monitor and inspect the User Company's use of the ID06 System in order to ensure compliance with these General Provisions. The User Company shall, to the best of its ability, provide the information and other assistance that may reasonably be required for such checks.

## **9 PAYMENT OF CHARGES**

The User Company shall pay charges to ID06 in accordance with the price list as applicable from time to time (available on [www.id06.se](http://www.id06.se)) in the manner specified on the invoice issued. The prices that ID06 applies shall be reasonable and any price increases shall be notified to the User Company in good time before the change enters into force, both on the ID06 Portal and on [www.id06.se](http://www.id06.se). In event of late payment or an ID06 Card being blocked, ID06 has the right to demand an administrative fee (currently SEK 1,500).

## **10 TERMINATION OF CONNECTION**

- 10.1 A termination of the User Company's connection to the ID06 System automatically entails termination of the General Provisions.
- 10.2 The User Company has the right to terminate its connection to the ID06 System at any time by written notification to ID06 to this effect. Such termination enters into force thirty (30) days after the User Company has notified ID06 of its termination.
- 10.3 If the User Company terminates its connection to the ID06 System, the User Company's right to use the ID06 Portal, as well as any other services connected to the ID06 System, ceases when the termination enters into force.
- 10.4 ID06 has the right to terminate the User Company's connection to the ID06 System or an ID06 Service if the User Company:

- a) does not pay the charges pursuant to clause 9 above;
  - b) materially neglects its obligations under these General Provisions and does not, where possible, take full remedial action within ten (10) working days of receipt of written request to do so;
  - c) enters into bankruptcy, engages in composition negotiations, initiates a business reorganisation, enters into liquidation, cancels its payments or can otherwise be assumed to be insolvent;
  - d) acts, or fails to act, and such acts or omissions materially contravene or are in conflict with the purpose of the ID06 System; or
  - e) acts, or fails to act, and such acts or omissions are in conflict with applicable law or is subject to investigation by the authorities relating to violation of the law, and such violation of law is material, and is likely to risk damaging the credibility of the ID06 System.
- 10.5 Termination under clause 10.4 above shall be made in writing and enter into force with immediate effect or at such later time as is notified by ID06.
- 10.6 ID06 has a right to block the User Company's access to the ID06 Portal, individual ID06 Services and Information, as well as to block ID06 Cards if their use is in violation of these General Provisions, or in the event of non-payment, until the situation is rectified.

## **11 LIABILITY**

- 11.1 ID06's liability for damage suffered by the User Company as a result of its use of the ID06 System is limited to compensation for proven and reasonable costs incurred as a direct consequence of ID06's negligence. ID06 is not, in any event, liable for indirect damage such as loss of profit or benefit, reduced turnover, loss of data, damage to third party property, impediments to performing third party obligations or other consequential damage or damage that could not reasonably have been foreseen by ID06. Moreover, ID06's liability is limited to SEK one million (1,000,000).
- 11.2 The User Company is only entitled to claim for faults or breaches under clause 11 above if the User Company has given ID06 written notice to this effect no later than one (1) month after the User Company became aware, or should have become aware, of the grounds for the claim.

## **12 CHANGES TO THE TERMS AND CONDITIONS**

ID06 reserves the right to change or supplement these General Provisions. Changes shall be notified to the User Company via the ID06 Portal or the User Company's registered address (or Authorised User) or the postal address or e-mail address provided by the User Company upon connection to the ID06 System, no later than one (1) month before the change enters into force. ID06 does, however, have the right to implement changes of non-material nature as well as changes and additions caused by law, regulation or public authority decision.

## **13 CONFIDENTIALITY**

- 13.1 Each Party shall treat confidentially any information concerning the other Party's business which has been marked in writing as confidential or which is clearly confidential in nature. However, each Party has the right, subject to a confidentiality undertaking, to share such information with its advisers.
- 13.2 Confidentiality shall not, however, apply to information that (i) a Party reasonably needs to be able to disclose to a third party, such as when requested to do so by a public authority; (ii) was, at the time of disclosure, or subsequently became, publicly known other than through a breach of this confidentiality undertaking; (iii) has been disclosed to a Party or its representative by a third party who is entitled to disclose such information without breaching confidentiality obligations; or (iv) was already known to a Party prior to disclosure by the other Party.

## **14 MISCELLANEOUS**

### **14.1 Assignment**

The User Company may not assign its rights and obligations under these General Provisions without ID06's written consent.

### **14.2 Notices**

14.2.1 Termination or other notices shall be sent by registered post or electronic message to the following address:

ID06 AB, PO Box 13144, SE-103 03 Stockholm, Sweden or via e-mail to support@id06.se (enter "AGREEMENT" in the subject field).

The User Company's registered address or the postal address or e-mail address provided by the User Company upon connection to the ID06 System. The User Company is responsible for ensuring that the address details provided are correct and that ID06 is notified of any changes without delay.

14.2.2 A notice shall be considered to have been received by the recipient (i) if sent by registered post, three (3) days from dispatch for postal services; and (ii) if sent by electronic message, upon arrival at the recipient's electronic address.

14.2.3 With the exception of notices regarding termination, blocking or freezing the User Company's ability to use the ID06 System, ID06 shall also have the right to communicate with the User Company via the ID06 Portal or via an Authorised User.

### **14.3 Waiver of rights**

A Party's delay in or failure to execute, exercise or pursue any right under these General Provisions or failure to identify a particular relationship attributable to the agreement between the Parties shall not mean that the Party concerned has waived its right in such respect. In order to be valid, a Party's waiver of rights or penalty, or relinquishment from using certain rights or identifying a particular relationship must, in each case, be made in writing and duly signed by such Party.

**14.4 Invalidation of provision**

If any provision of these General Provisions is deemed to be wholly or partly invalid or unenforceable, the provision in all other parts as well as all other provisions of these General Provisions shall continue to apply. In such event, the Parties shall negotiate in good faith to, if possible, agree on the changes necessary to these General Provisions in order to maintain their structure, purpose and spirit.

**15 DISPUTES AND APPLICABLE LAW**

- 15.1 Disputes arising in connection with these General Provisions shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Expedited Arbitration shall apply, unless the SCC with regard to the degree of complexity of the case, the sum in dispute and other circumstances, determines that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitration tribunal shall consist of one or three arbitrators. The seat of arbitration shall be Stockholm and the language of the proceeding shall be Swedish. Swedish law shall apply to the dispute with the exception of rules regarding governing law. The Parties are, however, free to bring a claim in a general court as regards payment in accordance with clause 9 above.
- 15.2 Information, whether oral or written, which supports the matter, decisions or judgements in the dispute shall be treated as confidential by both Parties and shall not be made public or otherwise disclosed without written agreement.
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## APPENDIX 1 - Data Processing Agreement

### 1. BACKGROUND

- 1.1 ID06 provides its ID06 Stamp service to User Companies who connect to the ID06 System. Connection to the ID06 System is governed by the General Provisions, which this Data Processing Agreement is an integral part of.
- 1.2 For the processing of personal data that takes place in connection with supplying the ID06 Stamp service, ID06 shall be considered as data processor and the User Company as data controller under applicable data protection legislation.
- 1.3 Appendix A contains information about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subjects and the duration of the processing.
- 1.4 Appendix B contains a list of approved sub-processors.
- 1.5 Appendix C contains the data controller's instructions regarding ID06's processing of personal data, security and the procedure for reviews and inspections.

### 2. Definitions

- 2.1 Terms used in this Data Processing Agreement shall have the same meanings as in the General Provisions and as stated below, as well as in applicable data protection legislation, by which:

**"applicable data protection legislation"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, **"GDPR"**) and such national legislation as is introduced in support of the GDPR;

**"data controller"** means the party who, alone or together with others, determines the purposes and means of the processing of personal data;

**"data processor"** means the party who processes personal data on behalf of the data controller;

**"European Commission's standard clauses"** means the standard contractual clauses governing the transfer of personal data to third countries that have been drawn up and adopted by the European Commission, or equivalent terms replacing them;

**"personal data"** means any kind of information that can be directly or indirectly attributed to a living natural person;



“**processing**” means any operation or series of operations which is performed on personal data, whether or not by automated means, such as: collection, recording, organisation, storage, adaptation or alteration, recovery, retrieval, use, disclosure by transmission, dissemination or other provision of data, compilation or cross-checking, blocking, erasure or destruction; and

“**sub-processor**” means a subcontractor engaged by the data processor and who processes personal data on behalf of the data controller in accordance with the sub-processor’s task to provide services to the data processor.

### **3. The data controller’s rights and obligations**

- 3.1 The data controller is responsible for ensuring that the processing of personal data is carried out in accordance with applicable data protection legislation and this Data Processing Agreement.
- 3.2 The data controller has the right and has an obligation to decide on the purposes and means of the processing of personal data. It follows from this that the data controller is obliged to ensure that there is a legal basis for the processing ID06 is asked to carry out.
- 3.3 To the extent that the data controller by way of instruction imposes requirements on ID06’s processing of personal data that go beyond ID06’s standard procedures for its business and ID06 Stamp, ID06 shall have the right to reasonable compensation from the data controller for the costs incurred.

### **4. ID06’s rights and obligations**

- 4.1 ID06 undertakes to only process the personal data it gains access to based on the data controller’s documented instructions, the requirements of applicable data protection legislation and only in order to supply the ID06 Stamp service.
- 4.2 However, ID06 may, without instruction, carry out processing which is required under European Union law or applicable national law of a member state, although in such case it shall inform the data controller of this legal requirement before the data are processed, provided ID06 is not prevented from providing information with reference to an important public interest pursuant to such law.
- 4.3 ID06 also undertakes to:
  - a) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - b) implement all appropriate technical and organisational measures necessary to protect the personal data processed in accordance with applicable data protection legislation (Article 32, GDPR);

- c) with regard to the nature of the processing, assist the data controller by appropriate technical and organisational measures, to the extent this is possible, so that the data controller can fulfil its obligation to respond to requests from data subjects to exercise their rights laid down in Chapter III of the GDPR, and, on request from the data controller, to grant the data subject access to their data in the data controller's electronic personnel registers;
  - d) assist the data controller in ensuring compliance with the obligations under Articles 32-36 of the GDPR, taking into account the nature of processing and the information available to ID06;
  - e) depending on what the data controller chooses, erase or return all personal data to the data controller after ID06's commitments have ended, and erase any copies, unless the personal data concerned needs to be retained under European Union law or the national laws of member states (the data controller's instruction regarding erasure and return are set out in clause 9 of the Data Processing Agreement); and
  - f) give the data controller access to all information necessary to demonstrate compliance with the obligations set out in applicable data protection legislation and allow for and contribute to audits, including inspections, conducted by the Data Controller or an auditor authorised by the Data Controller.
- 4.4 ID06 shall immediately inform the data controller if ID06 considers that an instruction contravenes applicable data protection legislation.
- 5. Security during processing**
- 5.1 The technical and organisational measures taken to protect the personal data processed on behalf of the data controller are set out in Appendix C.
- 5.2 If ID06 intends to change its technical and organisational measures in a way that could negatively affect the protection of personal data, the data controller must be informed of this before such measures are taken.
- 6. Use of sub-processors**
- 6.1 ID06 is granted a right to engage sub-processors in the performance of its obligations involving the processing of personal data. A list of sub-processors approved by the data controller can be found in Appendix B.
- 6.2 ID06 must inform the data controller via [www.id06.se](http://www.id06.se) before engaging or replacing a sub-processor so that the data controller has the opportunity to object to the change. If the data controller objects, its sole sanction is the right to terminate its connection to the ID06 System when the change takes place.
- 6.3 ID06 undertakes to enter into data processing agreements with the sub-processors it engages on terms that are equivalent to this Data Processing Agreement.

6.4 ID06 is responsible for the sub-processor's processing of personal data as if it were its own.

## **7. Transfers to third countries**

7.1 All transfers of personal data to third countries or international organisations may only be carried out according to documented instructions from the data controller and must always be carried out in accordance with Chapter V of the GDPR.

7.2 If a transfer to a third country or international organisation, which the data controller has not instructed ID06 to carry out, is required under European Union law or applicable national law of a member state to which ID06 is subject, ID06 shall inform the data controller of this legal requirement before the data are processed, provided ID06 is not prevented from providing such information with reference to an important public interest pursuant to this law.

7.3 The data controller confirms that ID06, in view of the information obligation in clause 6 of this Data Processing Agreement, can, if necessary, engage sub-processors and transfer personal data to a third country. If personal data is transferred to or made available from a third country, ID06 shall ensure that there is a legal basis under applicable data protection legislation for such transfer, for example by using the European Commission's standard contractual clauses.

7.4 The instructions from the data controller regarding the transfer of personal data to a third country, including, if applicable, the transfer tool in accordance with Chapter V of the GDPR on which the transfer is based, shall be specified in Appendix C.

## **8. Support to the data controller**

8.1 With reference to the nature of the processing, ID06 shall assist the data controller with appropriate technical and organisational measures whenever possible, with the aim of fulfilling the data controller's obligations to respond to requests for the exercise of the data subject's rights in accordance with Chapter III of the GDPR as regards:

- a) the right to information when personal data is collected from the data subject;
- b) the right to information when personal data has not been obtained from the data subject;
- c) the data subject's right of access;
- d) the right to rectification;
- e) the right to erasure ("right to be forgotten");
- f) the right to restriction of processing;
- g) the notification obligation to each recipient to whom personal data has been disclosed regarding rectification or erasure of personal data or restriction of processing;
- h) the right to data portability;

- i) the right to object; and
- j) the right not to be subject to a decision based solely on automated processing, including profiling.

8.2 ID06 shall, taking the nature of the processing and the information available to ID06 into account, assist the data controller in ensuring compliance with:

- a) the data controller's obligation, without undue delay and, where feasible, not later than 72 hours after having become aware of it, to notify the personal data breach to the competent supervisory authority, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.
- b) the data controller's obligation to notify the data subject without undue delay of the personal data breach when the breach is likely to result in a high risk to the rights and freedoms of natural persons;
- c) the data controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment); and
- d) the data controller's obligation to consult the competent supervisory authority prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.

## 9. Erasure and return

ID06 undertakes to store the personal data during the time the ID06 Stamp service is provided to the data controller and for a period of three (3) years thereafter. After this period, ID06 has the right to erase or anonymize the personal data.



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**10. Audit and inspection**

- 10.1 ID06 shall give the data controller access to all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and facilitate and contribute to audits and inspections carried out by the data controller or other auditor on behalf of the data controller.
- 10.2 The procedure to be applied for the data controller's audits and inspections of the data processor is set out in Appendix C.
- 10.3 The data processor shall give the supervisory authorities who under applicable data protection legislation shall have access to the data controller's and ID06's premises, or representatives acting on behalf of such supervisory authorities, access to ID06's physical premises upon presentation of appropriate identification documentation.

**11. Term of Agreement, Governing Law and Dispute Resolution etc.**

As this Data Processing Agreement forms an integral part of the General Provisions, the regulations therein concerning, for example, liability, term of agreement, disputes and applicable law shall also apply to this Data Processing Agreement.

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## **Appendix A: Information about the processing**

### **1. The purpose of the data processor's processing of personal data on behalf of the data controller**

The purpose of the data processor's processing of personal data is to provide the ID06 Stamp service with the functions that are offered and which the data controller has access to as and when the need arises.

### **2. The nature of the processing**

The processing within the scope of the Data Processing Agreement shall refer to:

- Collection
- Storage
- Adaptation
- Testing
- Analysis
- Transfer

### **3. Personal data**

Information about sole traders, employers, card details (personal identification number, name) as well as information about logins and logouts.

### **4. Categories of data subject**

Holders of ID06 Cards and sole traders.

### **5. Duration**

Personal data processing takes place during the time the ID06 Stamp service is provided to the data controller. Storage of personal data takes place for the period agreed in clause 9 of this Data Processing Agreement, or alternatively the storage period specified by the data controller through instructions in Appendix C.



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## Appendix B: Approved sub-processors

The data controller approves the hiring of the following sub-processors:

<b>Sub-processor</b>	<b>Address</b>	<b>Description of the processing</b>
Valutit AB, company registration no. 559087-5646	c/o ID06 AB, PO Box 13144, SE-103 03 Stockholm, Sweden	Provision of IT infrastructure for the ID06 Stamp service
Microsoft Ireland Operations Limited	One Microsoft Place, South County Business Park, Leopardstown, Dublin 18 D18 P521, Ireland	Provision of hosting service

	<b>General provisions for connection of User Companies to the ID06 System</b>			
	Process <b>Agreement/Purchase</b>	Classification level <b>Open</b>	Document owner <b>BSJ</b>	Approved by <b>PLÖ</b>

## Appendix C: Instructions

### 1. Subject of the processing

The data processor's processing of personal data on behalf of the data controller shall be carried out to provide the ID06 Stamp service and includes:

- a) managing and storing personnel registers;
- b) storing, processing, testing, analysing and transferring personal data according to the terms and conditions and service description applicable to ID06 Stamp at any given time; and
- c) analysing information in ID06 Stamp with the aim of helping the data controller detect inaccuracies, actions in breach of law or public authority decisions, or other such deficiencies that the User Company should reasonably be aware of.

### 2. Special instructions

#### *Collection of personal data from third parties*

The data controller instructs ID06 to collect personal data, including collection from third parties, for the provision of the ID06 Stamp service as described in the General Provisions and this Data Processing Agreement. This instruction shall also be considered to include authorisation for ID06 to obtain such information from a third party on behalf of the data controller.

#### *Transfer between ID06 services*

In order to enable the provision of other services in the ID06 System that depend on ID06 Stamp, the data controller instructs ID06 to transfer personal data from ID06 Stamp to the services that the data controller uses, for example ID06 Company Report.

#### *Transfer to a public authority upon request*

ID06's business objective is to promote healthy competition and contribute to safer workplaces. This objective is fulfilled by developing and offering systems and IT solutions for secure identification of individuals and employer relationships. The purpose of the ID06 System is to combat undeclared work, financial crime and other criminality. As part of this activity, the data controller instructs ID06 to transfer personal data to the Swedish authorities in the event of a written request, court order or other demand to this effect from the public authority when such request forms part of the exercise of public power.

### 3. Security during processing

The security level shall be adapted to the following:



The processing includes personal data concerning a large number of data subjects. The personal data, with the exception of personal identification numbers, are not, by nature, sensitive, which is why a good level of security must be established.

The data processor shall henceforth have the right and obligation to make decisions about the technical and organisational security measures that should be applied to create the necessary and approved level of data security. However, as far as it is possible with reference to the nature of the processing in the specific case in question, the data processor shall take the following technical and organisational measures.

#### 4. Technical security measures

ID06 shall, when appropriate and with consideration of the implementation costs and the nature, scope, context and purpose of the processing as well as the risks, of varying degree of probability and severity, to the rights and freedoms of natural persons, take the following technical security measures to ensure a level of security appropriate in relation to the risk:

- be able to ensure continuous confidentiality, privacy protection and availability in the systems and services that ID06 uses to process personal data, *inter alia* by having an implemented technical system for logging access to personal data, checking authorisations and thereby controlling access to personal data so that only those persons who work with the personal data have access to it;
- be able to ensure that availability and access to personal data can be restored within a reasonable period of time in the event of a physical or technical incident, *inter alia* by maintaining and protecting backup files;
- ensure that only authorised personnel have access to data online, *inter alia* by applying Virtual Private Network (VPN) solutions, Privileged Identity Management (PIM) rights, multi-factor authentication and permission management;
- apply encryption of personal data both at-rest and in-transit to prevent access to the personal data in clear text form and ensure secure storage and management of encryption keys, *inter alia* through monitoring and access controls;
- as far as possible, apply multi-factor authentication for access to the systems and parts of systems where personal data is processed;
- have an established process and procedure to regularly test and assess the effectiveness of the technical measures taken in order to continuously ensure that processing is secure, *inter alia* through penetration tests and by applying built-in principles of redundancy; and

- have established processes and apply customised tools and functions for specific and active measures to counter active and passive attacks against the system as well as conduct testing (for example, penetration tests) of software vulnerabilities and possible back doors.

## 5. Organisational security measures

ID06 shall, when appropriate and with consideration of the implementation costs and the nature, scope, context and purpose of the processing as well as the risks, of varying degree of probability and severity, to the rights and freedoms of natural persons, take the following organisational security measures to ensure a level of security appropriate in relation to the risk:

- maintain the requirements that follow from ISO 27001 and ISO 9001;
- ensure that all of ID06's employees and its suppliers have appropriate security awareness and training for the service;
- ensure that ID06's policies and procedures regarding security are kept up-to-date and communicated to those employees handling personal data;
- have established procedures and requirements for home and remote work and apply a VPN solution for connection to those systems where personal data is processed;
- have an established process and procedure to regularly test and assess the effectiveness of the organisational measures taken to continuously ensure that processing is secure; and
- have an established process and procedure to protect the data against access, *inter alia* through clear instructions for those persons working for ID06 as regards password management, use of hardware and systems.

## 6. Erasure and return

When the personal data processing has finished, the data processor must either erase or anonymize the personal data in accordance with clause 9 of the Data Processing Agreement, unless the data controller – after connection to the ID06 System and entry into force of the General Provisions – has given other instructions. Such a change must be documented and retained by each Party.

## 7. Geographic storage

Storage of personal data under the Data Processing Agreement may not take place in other locations than the following, unless prior written permission has been given by the data controller:

- Within the EU/EEA

## 8. Transfers to third countries

ID06 uses Microsoft Azure for cloud service storage where all personal data is stored on servers within the EU/EEA. Microsoft Azure has a parent company in the USA that does not have direct access to the data, nor do we have any reason to believe that it will be given access the data. However, ID06 has implemented a series of legal, technical and organisational security measures to ensure that personal data is not transferred to third countries in an identifiable or readable form. Despite the measures it takes, ID06 cannot completely exclude the possibility that a transfer to a third country could occur.

In light of the above, ID06 instructs the data controller to use Microsoft Azure even if it means that a transfer to a third country could potentially occur. If a transfer does occur, the legal basis shall be:

Sub-processor	Country	Legal basis
Microsoft Azure	USA	European Commission's standard contractual clauses

This instruction shall be deemed to constitute such prior written permission as specified under clause 7 of this Appendix C.

## 9. Inspection procedure

The data controller or the data controller's representative has the right, when it considers it necessary, with ten (10) working days' notice before the planned action, to carry out a physical inspection of the places where the processing of personal data is carried out by the data processor, including physical premises and systems used for and in connection with the processing to ensure the data processor's compliance with the GDPR, applicable data protection regulations in the EU and its Member States and the Data Processing Agreement. Physical premises may only be inspected during ID06's regular office hours.

ID06's costs relating to the physical inspection must be paid for by the data controller, with the exception of cases where the inspection reveals significant deficiencies. ID06 must set aside the resources (mainly personnel resources) required in order for the data controller to be able to carry out the inspection.