

## 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 “**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**”) and replace the previous general provisions and terms and conditions for connection applied by ID06 for the ID06 System. 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. In addition to these General Provisions, the use of a service supplied by an external ID06 Supplier is governed by the ID06 Supplier’s terms and conditions.
- 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 at all times to comply with these General Provisions.

### 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;
“ <b>ID06</b> ”	means ID06 AB, company registration number 559052-2040;
“ <b>ID06 Card</b> ”	means the physical cards, or their mobile equivalent, used in the ID06 System;
“ <b>ID06 Company Report</b> ”	means an ID06 Service supplied to User Companies, whereby ID06 makes information regarding a company’s financial and legal position accessible;
“ <b>ID06 Competence Database</b> ”	means a register of training certificates administered by ID06 and which constitutes part of the ID06 System;

<b>“ID06 Manager”</b>	means the party who is responsible for there being an ID06 Service at the workplace;
<b>“ID06 Supplier”</b>	means a supplier who supplies an ID06 Service;
<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 System”</b>	has the meaning given to it in the Background;
<b>“ID06 Service”</b>	means a service, system or application device that depends on the ID06 System for its function;
<b>“Information”</b>	means such information that ID06 is in possession of, including the ID06 Competence Database, and which, from time to time, is supplied to User Companies via the ID06 Portal or ID06 Service;
<b>“My ID06”</b>	means a storage service for electronic personnel registers within the ID06 System and which is described in further detail in clause 6.8;
<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.

### **3. ID06’S OBJECTIVE AND THE PURPOSE OF THE ID06 SYSTEM**

3.1 ID06’s objective is to create conditions for healthy competition by developing and supplying IT systems, IT infrastructure, IT based search services and other support to companies, government agencies and other organisations in order to combat Undeclared Work and other

financial crime, promote workplace security and contribute to improve the efficiency of work processes and thereby promote common interests in society.

- 3.2 The primary aim of the ID06 System is to combat Undeclared Work and other financial crime by contributing to effective tax control, but also to promote workplace security for example by facilitating compliance with health and safety legislation and help improve the efficiency of work processes through increased opportunities for digitisation.
- 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 a physical and, if the employer so chooses, a mobile ID06 Card. Entry to and exit from workplaces can be logged, thereby creating the basis for effective tax control. This is done by recording an individual's time logs alongside the employer's company registration number. In addition, certain information can be provided to User Companies.
- 3.4 Connection to the ID06 System is conditional upon that the User Company:
- (a) complies with the ID06 System's objectives;
  - (b) complies with applicable law in all essential respects; and
  - (c) is approved for F-tax by the Swedish Tax Agency. The government, municipalities and county councils are exempt from this condition.

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

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

- 4.1.1 ID06 Cards may only be ordered from and registered with an ID06 Supplier accredited by ID06.
- 4.1.2 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).
- 4.1.3 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;
  - (e) for students and teachers on upper secondary school, ID06 Cards shall be ordered by the school. For more information on how ID06 Cards shall be ordered, 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;
  - (h) for persons with asylum seekers 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 concerned.
- 4.1.4 If the User Company registers an ID06 Card for persons other than those listed in clauses 4.1.2 and 4.1.3 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 4.1.3 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 who perform work for the User Company with or without payment, and who are present at a workplace where the ID06 System is used:

- (a) wear 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, 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 notify exemptions from the pre-registration obligation;
- (d) log entry and exit in the electronic personnel register when required 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 Under the Swedish Tax Procedure Act (2011:1244), the main contractor's responsibility to provide equipment to enable a coordinated electronic personnel register to be kept of all contractors present at the workplace, 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 a penalty 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). The penalty 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, a penalty 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. In the ID06 Portal, the User Company may access Information stored in the ID06 System about the User Company and its employees as well as other information provided by ID06 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 and to accept the terms and conditions for the services supplied through the ID06 Portal. 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 the ID06 Portal 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 to the ID06 Portal are stored safely 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 will be available to the User Company on the User Company's My ID06 and 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 Portal.

- 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 operation, ID06 will promptly take the measures necessary to minimise the effects of the interruption. 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 Portal.

### **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.

### **5.5 ID06 Company Report**

In addition to these General Provisions, specific conditions apply for use of the ID06 Company Report service.

## **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 that follow from the Swedish Tax Procedure Act (2011:1244);



- (b) identification;
- (c) obstructing the incidence of Undeclared Work and other financial crime;
- (d) ensuring that persons at the workplace have the required skills.

**6.2** In addition, the User Company has the right to use Information obtained through the ID06 Portal to manage and administer work in the User Company's business.

6.3 The information obtained through the ID06 System shall be used with good judgement, in a responsible manner and always in accordance with applicable law and the purpose of the ID06 System.

6.4 A User Company may not use Information in the ID06 Competence Database regarding individuals linked to another User Company pursuant to clause 4.1, for recruitment purposes or to build its own skills database. Information from the ID06 Competence Database may only be used locally at one single workplace.

6.5 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 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 representations regarding the availability of the Information provided.

6.6 The User Company is requested to report incorrect data in the Information to ID06 in the manner stated on the ID06 Portal.

6.7 The User Company shall, in addition to what is stated in this clause 6, follow the general guidelines for using Information listed on the ID06 Portal.

## **6.8 My ID06 – a unified storage of electronic personnel registers**

6.8.1 In order to simplify for the User Company to comply with the retention requirements for electronic personnel registers that follow from the Swedish Tax Procedure Regulation (2011:1261), and in order to comply with applicable law, ID06 provides the User Company with the My ID06 service. My ID06 compiles all of the User Company's electronic personnel registers created in an ID06 Service. This gives the User Company the opportunity to obtain an all-in-

one overview (My ID06) of all of the User Company's personnel registers created within the ID06 System.

6.8.2 In order to establish My ID06, the User Company instructs ID06 to:

- (a) supply a storage service based on the retention requirements in the Swedish Tax Procedure Regulation (2011:1261), as well as obtain a copy of the User Company's electronic personnel register from ID06 Suppliers;
- (b) assist the User Company with information requested by a government agency during inspections; and
- (c) perform inspections and analyses of My ID06 in order to help the User Company detect errors, such as duplicate registrations, actions contrary to law or public authority decisions, or any other breaches that the User Company should reasonably be aware of.

6.8.3 ID06 has a right to (i) conduct analyses of the User Company's My ID06 if this is done in a fully anonymised and aggregated form, and (ii) use the data stored in My ID06 for other services within the ID06 System which are consistent with ID06's objectives and the purpose of the ID06 System as set out in Section 3. ID06 shall pay particular attention to and observe any confidentiality that may prevail under Section 12, and insofar personal data are processed, ID06 is the data controller and the processing shall take place in accordance with ID06's Privacy Policy.

6.8.4 Processing of personal data in My ID06 is governed by Appendix 1 (Data Processing Agreement).

## **7. 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.

## **8. 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, ID06 has the right to demand an administrative fee corresponding to the cost of handling the late invoice.



## **9. TERMINATION OF CONNECTION**

9.1 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.

9.2 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 becomes effective.

**9.3** ID06 has the right to terminate the User Company's connection to the ID06 System if the User Company:

- (a) does not pay the charges pursuant to clause 8 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 this effect;
- (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 aims 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.

9.4 Termination under clause 9.3 above shall be made in writing and enter into force with immediate effect or at such later time as is notified by ID06.

## **10. LIABILITY**

10.1 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).

- 10.2 The User Company is only entitled to claim for faults or breaches under clause 10 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.

## **11. CHANGES TO THE TERMS AND CONDITIONS**

ID06 reserves the right to amend or supplement these General Provisions. Amendments shall be notified to the User Company via the ID06 Portal or 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, 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 government agency decision.

## **12. CONFIDENTIALITY**

- 12.1 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.
- 12.1 Confidentiality shall not, however, apply to information that (i) a Party is reasonably required to disclose to third parties in order to fulfil its obligations under these General Provisions; (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.



## **13. MISCELLANEOUS**

### **13.1 Assignment**

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

### **13.2 Notices**

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

ID06 AB; for the attention of: Compliance; PO Box 13144; SE-103 03 Stockholm; Sweden or via e-mail to [compliance@id06.se](mailto:compliance@id06.se).

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.

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

13.2.3 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.

### **13.3 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.

### **13.4 Invalidity 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 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.

**14. DISPUTES AND APPLICABLE LAW**

- 14.1 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 amount 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 proceedings shall be Swedish. Swedish law shall apply to the dispute with the exception of rules regarding choice of law. The Parties are, however, free to bring a claim in a general court as regards payment in accordance with clause 8 above.
- 14.2 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 – MY ID06

For the processing of personal data that takes place in connection with supplying the My ID06 service, ID06 shall be considered as Data Processor and the User Company as Data Controller under applicable data protection legislation<sup>1</sup>.

The categories of personal data that may be processed in the context of My ID06 are the data contained in an electronic personnel register and which shall be retained in accordance with the requirements of the Swedish Tax Procedure Regulation (2011:1261). Categories of data subjects are individuals who hold ID06 Cards. The personal data will be processed (through storage, adaptation, testing, analysis and transmission) for the purpose of supplying the My ID06 Service as described in the General Provisions, clause 6.8. ID06's commitment to preserve the User Company's electronic personnel registers ceases at the same time as the retention requirement ceases under the Swedish Tax Procedure Regulation (2011:1261).

ID06 undertakes to only process personal data which it may gain access to, or transfer personal data to countries outside the EU/EEA or an international organisation, on the basis of the User Company's documented instructions, the requirements of applicable personal data legislation and only to supply the My ID06 service as described in the General Provisions, clause 6.8. However, ID06 may, without instruction, carry out processing which is required under European Union law or the national law of a Member State that applies to the Supplier, although in such case ID06 must inform the User Company of such a requirement before the data is processed, provided that ID06 is not prevented from providing information with reference to an important public interest pursuant to such law. 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) taking into account the nature of the processing, assist the User Company by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the User Company's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III GDPR, and, on request from the User

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<sup>1</sup> As from 25 May 2018, Regulation (EU) 016/679 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"), will apply within the EU and EEA. Prior to this date, the Swedish Personal Data Act (1998:204) which implements Directive 95/46/EC applies.

- Company, to grant the Data Subject access to his or her data in the User Company's electronic personnel registers;
- (d) assist the User Company in ensuring compliance with the obligations pursuant to Articles 32 - 36 of the GDPR, taking into account the nature of processing and the information available to ID06;
  - (e) depending on what the User Company chooses, erase or return all personal data to the User Company after ID06's commitments have ended, and erase any copies, unless the personal data concerned need to be retained under European Union law or the Member States' national laws (if no choice is made when ID06's commitments end, ID06 has the right to erase the personal data); and
  - (f) give the User Company access to all information necessary to demonstrate compliance with applicable personal data legislation and allow for and contribute to audits, including inspections, conducted by the User Company or an auditor mandated by the User Company. ID06 shall immediately inform the User Company if ID06 considers that an instruction contravenes applicable personal data legislation.

ID06 shall inform the User Company of the technical and organisational measures taken to protect the personal data processed on its behalf. If ID06 intends to change its technical and organisational measures in a way that might affect the protection of personal data, the User Company shall be informed of this before such measures are taken.

ID06 has the right to engage a sub-contractor in the performance of its obligations involving the processing of personal data. In relation to the sub-processors engaged, ID06 shall enter into an agreement regarding personal data processing on terms that are equivalent to this Data Processing Agreement. If a sub-contractor is located in a third country, ID06 undertakes to enter into, on the User Company's behalf and authorisation, a so-called Data Transfer Agreement that includes the European Commission's standard clauses. ID06 is responsible for the sub-contractor's processing of personal data as if it were its own.

In accordance with applicable data protection legislation, personal data shall be erased as soon as the objectives for which the data were collected have been fulfilled, unless it follows from other legislation that the data must be stored for a certain period of time. The User Company is responsible for ensuring that personal data is erased. ID06 shall, however, erase such data for which the storage requirement under the Swedish Tax Procedure Regulation (2011:1261) has been met.

In so far as the User Company by way of instruction imposes requirements on ID06's processing of personal data that go beyond ID06's standard procedures for its business and the My ID06



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service, ID06 shall have the right to reasonable compensation from the User Company for the costs incurred.

General information regarding the processing of personal data in My ID06 will be kept available on the ID06 Portal.

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