GENERAL TERMS AND CONDITIONS FOR THE CONNECTION OF USER COMPANIES TO THE ID06 SYSTEM

1 BACKGROUND

1.1 ID06 AB (**"ID06"**) develops and manages, together with external parties, an authorisation and information system designed to prevent undeclared work and other economic crime and to promote healthy competition in the labour market (the **"ID06 System**").

1.2 These general terms and conditions ("**General Terms and Conditions**") shall apply between ID06 and a company, public authority, association or other organisation that connects to the ID06 System ("**User Company**"). By connecting to the ID06 System, the User Company is given the opportunity to order ID06 Cards for its employees and certain other categories of persons, and to use the services provided from time to time within the framework of the ID06 System.

1.3 By accepting these General Terms and Conditions and paying the fees set for User Companies, the User Company connects to the ID06 System. The User Company undertakes to comply with these General Terms and Conditions at all times.

2 DEFINITIONS

In these General Terms and Conditions, the following terms shall have the following meanings:

"**General Terms and Conditions**"	has the meaning set out in the Background;
"**User Company**"	has the meaning set out in the Background;
"Work-Related Crime"	refers to practices whereby an operator, acting alone or in concert with others, breaches rules or agreements in the workplace to the detriment of employees, other companies or the public;
"**Authorised User**"	has the meaning set out in section 5.1.2;
"**elevID06 Card**"	is a specific type of ID06 Card issued by elevID06 AB, which can be ordered by schools for teachers and students undertaking a course of study involving

	traineeships that require the possession of an ID06 Card;
"**ID06**"	refers to ID06 AB, company registration number 559052–2040;
"**ID06 Manager**"	refers to the party who is responsible for ensuring an ID06 Service (e.g. staff register) is available at the workplace;
"ID06 Bolagsdeklaration"	refers to a service that enables User Companies to access financial and other company-related information about other User Companies – or potential partners who are expected to connect to the ID06 System – with which they intend to collaborate;
"**ID06 Kompetensdatabas**"	refers to a register of educational qualifications developed to create safer and more secure workplaces. Individuals have access to their own data and User Companies have access to data regarding their own employees in the ID06 Kompetensdatabas;
"**ID06 Card**"	refers to the cards used within the ID06 System;
"**ID06 supplier**"	means a supplier that provides an ID06 Service;
"**ID06 Portal**"	refers to the digital platform through which ID06 provides various services and information to User Companies, as described in more detail in clause 5;
"**ID06 Stamp**"	refers to an analysis and storage service for electronic personnel registers within the ID06 System;
"**ID06 System**"	has the meaning set out in the Background;

"**ID06 Service**"	refers to a service, product, system or application equipment that relies on the ID06 System for its operation;
"**Information**"	refers to such information as is held by ID06, and which from time to time is made available to User Companies via the ID06 Portal or via an ID06 Service.

3 ID06 PURPOSE AND OBJECTIVE OF THE ID06 SYSTEM AND PROVISION OF SERVICES

3.1 The purpose of ID06 is to create conditions for healthy competition by developing and providing IT systems, IT infrastructure, IT-based search and analysis services and other support to businesses, public authorities and other organisations in order to combat Work-Related Crime, promote safety in the workplace and contribute to the streamlining of work processes, thereby promoting the common interests of society.

3.2 The primary purpose of the ID06 System is to combat Work-Related Crime by ensuring the right of companies and individuals to work in Sweden, contributing to effective tax control, and otherwise cooperating with public authorities in cases where in-depth checks are carried out. Furthermore, the ID06 System aims to promote safety in the workplace by, among other things, facilitating compliance with the requirements of the Work Environment Act and contributing to the streamlining of work processes through digitalisation.

3.3 The core function of the ID06 System is to ensure the employer-employee link between an employer who meets the established requirements for connecting to the ID06 System and a correctly identified employee. The employer-employee link is certified and confirmed by the employer and the employee through the issuance of an ID06 Card. At workplaces, entry and exit can be recorded, creating a basis for effective tax control. This is achieved by recording the individual's details and time logs together with the employer's company registration number.

3.4 The conditions for being connected to the ID06 System are that the User Company:

a) complies with the purpose of the ID06 System and participates in ID06's work to promote compliance,

b) in all material respects complies with applicable law,

c) holds an F-tax approval from the Swedish Tax Agency. The exception to this condition is the state, municipalities and county councils,

d) fulfils its obligations to declare and pay taxes and duties at the times stipulated by applicable law,

e) ensures that employees have the right to work in Sweden and, upon request, provides information during an in-depth audit initiated by ID06.

3.5 These General Terms and Conditions govern the provision and use of ID06 services. In addition to these General Terms and Conditions, an ID06 Service may be governed by specific terms and conditions applicable to that service.

3.6 ID06 reserves the right to make changes to an ID06 Service. Such changes may relate, for example, to alterations to the technical solution, its design or the Information provided.

3.7 In addition to these General Terms and Conditions, the use of a service provided by an external ID06 supplier is governed by the terms and conditions of the ID06 supplier.

4 TERMS AND CONDITIONS FOR THE USE OF SERVICES WITHIN THE ID06 SYSTEM

4.1 Ordering, registration and deregistration of ID06 Cards

4.1.1 User companies are entitled to order and register ID06 Cards for employees for whom the User Company pays wages and statutory employer contributions (referred to as social security contributions in EU directives). ID06 Cards may only be ordered for the shortest period specified in the employment contract/traineeship agreement, A1 certificate or residence permit with the right to work in Sweden.

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

a) ID06 Cards may only be ordered for persons who are entitled to work within the European Union, the EEA or EFTA,

b) for citizens of a country outside the European Union, the EEA or EFTA, the validity of the ID06 Card is conditional upon the person holding a valid passport and a residence permit with the right to work in Sweden,

c) an employer or a self-employed person, who is established in a country other than Sweden and who sends employees or themselves as a self-employed person to Sweden for work for a limited period must report this

to the Swedish Work Environment Authority's Posting Register no later than the date on which the posting begins,

d) for persons studying and undertaking traineeships as part of vocational training programmes at vocational colleges or universities, the ID06 Card must be registered by the school,

e) for pupils and teachers in upper secondary school programmes, ID06 Cards must be ordered by the school via elevID06 AB,

f) for persons registered with the Swedish Public Employment Service who are undertaking traineeships, ID06 Cards must be registered by the Swedish Public Employment Service,

g) for persons carrying out work, wholly or partly on a voluntary basis, within an association or religious community, ID06 Cards must be ordered and registered by the association or religious community,

h) for persons holding an LMA card, in accordance with the Swedish Act (1994:137) on the Reception of Asylum Seekers and Others, who are to undertake work experience at a company, the applicant company must, when ordering an ID06 Card, enclose:

- a copy of the person's LMA card
- a copy of the traineeship agreement drawn up between the issuing authority and the company that is to supervise the person
- a certified copy of a travel document issued by the Swedish Migration Agency or a passport,

i) for temporary staff at a workplace, ID06 Cards must be ordered and registered by the agency providing the staff.

j) The User Company is responsible for immediately deactivating the employee's ID06 Card via the ID06 Portal when employment ceases,

k) The User Company shall ensure that the employee's ID06 Card cannot be used after employment has ended.

4.1.3 If the User Company registers ID06 Cards for persons other than those specified in clauses 4.1.1 and 4.1.2 above, or materially breaches clause 4 in any other respect or applicable law, ID06 shall be entitled to block the User Company's ID06 Cards from further use with immediate effect. A material breach shall be deemed to have occurred if, for example, there is no employer relationship between a User

Company and a person for whom the User Company has registered an ID06 Card, without any of the exceptions in clause 4.1.2 above being applicable, or if a notification in accordance with that clause has not been made.

4.1.4 In the event of a change of the User Company's name, the employees' ID06 Cards must be replaced within three months.

4.1.5 elevID06 Cards may not be used if the User Company employs the student to work during school holidays or other time off from school.

4.2 Conditions for workplaces where the ID06 System is used

4.2.1 The User Company shall ensure that its employees, or any person carrying out work for the User Company, whether paid or unpaid, who are present at a workplace where the ID06 System is used:

a) hold a valid and active ID06 Card, which must be worn visibly,

b) upon request by the ID06 Manager or their representative, can present an ID06 Card with confirmed citizenship or, alternatively, valid identification approved as a travel document,

c) If specified in the contractual documents between a User Company and its client, the User Company must notify the ID06 Manager in advance which of the User Company's employees are authorised to be present at the workplace. The advance notification must include the User Company's company name and registration number, as well as the employees' names and ID06 Card numbers,

d) record entry and exit in the electronic staff register when required by law and in accordance with any specific regulations that may apply at the workplace,

e) notify the ID06 Manager without delay upon discovery of errors or deficiencies that may affect the operation of the ID06 System,

f) comply with the rules and safety regulations applicable to the workplace, and

g) otherwise comply with applicable laws and regulatory requirements.

4.2.2 Deleted in version 2026.1.

4.2.3 Deleted in version 2026.1.

4.2.4 The ID06 Manager or their representative at a workplace is entitled to follow up and verify that individuals at the workplace hold a valid and active ID06 Card, that entry and exit are properly recorded, and to remove from the workplace any individuals who do not meet these requirements.

4.2.5 In order to prevent false declarations and dummy invoicing, the ID06 Manager and the User Company are entitled to compile a list of accumulated time at company registration number level within the workplace for their own User Company and for those User Companies with which they have a contractual relationship. Such a list must not contain any personal data or login or logout times. The ID06 Manager is obliged, when requested by a User Company, to assist the User Company at the workplace in creating such a list. The list may not be used for any purposes other than those specified in this, section 4.2.5 (read more in the ID06 report 'Accumulated time at organisation number level').

4.2.6 Deleted in version 2026.1.

4.2.7 The User Company is obliged to ensure that sub-processors engaged by the User Company and sub-sub-processors and so on comply with the requirements of this section 4.2 when working at the workplace.

4.2.8 The User Company is aware of the importance of complying with these General Terms and Conditions and that a breach of these General Terms and Conditions may result in significant damage to the User Company's client or any other affected party.

5 ID06 PORTAL – THE USER COMPANY'S WINDOW TO THE ID06 SYSTEM

5.1 Access to the ID06 Portal

5.1.1 By connecting to the ID06 System, the User Company is granted access to the ID06 Portal. In the ID06 Portal, the User Company can access Information stored about the User Company and its employees in the ID06 System, as well as other information that ID06 provides from time to time. In certain cases, the ID06 Portal also allows the User Company to import Information into its own IT system.

5.1.2 Following validation of the User Company's connection to the ID06 System and acceptance of these General Terms and Conditions, the User Company is given the opportunity to designate users who shall be authorised to use the ID06 Portal on behalf of the User Company (**"Authorised User**"). An Authorised User shall be deemed authorised to access information from ID06 on behalf of the User Company, to approve the terms and costs of services provided by ID06, or to

provide or approve instructions for the processing of personal data in accordance with the applicable Data Processing Agreement. The processing of Authorised Users' personal data, in connection with their use of the ID06 Portal, takes 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, access to the ID06 Portal if they have previously been suspended due to misuse of the ID06 System.

5.2 Use of the ID06 Portal

5.2.1 In order to use the ID06 Portal, the User Company must have an internet connection and equipment that enables access to the ID06 Portal.

5.2.2 The User Company is obliged to comply with ID06's instructions and applicable laws and regulations when using the ID06 Portal. The User Company must not use the ID06 Portal or Information obtained through the portal, nor allow anyone else to use the ID06 Portal, in a manner that causes damage or other harm to ID06 or any other party. The User Company shall furthermore ensure that any defects or inaccuracies encountered on the ID06 Portal are reported to ID06 without delay.

5.2.3 The Information that the User Company is permitted to import from ID06 into its own system may constitute personal data within the User Company. The User Company is responsible, in its capacity as data controller, for ensuring that the processing of personal data carried out in the User Company's operations complies 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 are not used by or disclosed to unauthorised persons. The User Company is responsible for keeping its access rights up to date 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 When connecting to the ID06 Portal, the User Company is granted the right to use ID06 logos applicable to User Companies. These logos may be used by the User Company in contexts consistent with the ID06's purpose and the purpose of the ID06 System, provided that such use otherwise complies with good practice and is exercised with due care. When a User Company is no longer connected to the ID06 System, the right to use ID06 trademarks ceases.

5.2.6 All use of the ID06 Portal is traceable. The User Company is responsible for ensuring that Authorised Users' use of the ID06 Portal and the services therein is in accordance with the General Terms and Conditions and any guidelines specified on the ID06 Portal.

5.3 Availability and restrictions on access to the ID06 Portal

5.3.1 With the exception of scheduled maintenance, the ID06 Portal is normally available 24 hours a day, all year round. In the event of a service disruption, ID06 shall promptly take the necessary measures to minimise the impact of the disruption. ID06 makes no representations or warranties regarding the functionality of the ID06 Portal or the services provided through the ID06 Portal. ID06 also reserves the right to temporarily suspend the provision of the ID06 Portal for purposes such as maintenance, bug fixes and upgrades. Operational information is provided on an ongoing basis at www.id06.se.

5.3.2 If the User Company fails to comply with these General Terms and Conditions, or if ID06 has reasonable grounds to suspect that the User Company is failing to comply, ID06 is entitled to immediately block the User Company's, or an Authorised User's, access to the ID06 Portal, until the User Company can demonstrate that the breaches or errors have been rectified. ID06 shall inform the User Company without delay when action under this clause 5.3.2 is taken. In the event of material breaches or errors, ID06 also has the right to terminate the User Company's connection to the ID06 System.

5.4 Changes to the ID06 Portal

ID06 reserves the right to make changes to the ID06 Portal. Such changes may relate, for example, to alterations to the technical solution for the ID06 Portal, its design or the Information provided. This may result in certain features being discontinued, altered or added, and in changes to the technical requirements for accessing the ID06 Portal or certain Information.

6 INFORMATION

6.1 The User Company is entitled to use Information obtained through an ID06 Service for the following purposes:

a) maintaining and fulfilling requirements relating to electronic staff registers in accordance with Act (2006:575) on Special Tax Audits in Certain Sectors (sw. *lagen (2006:575) om särskild skattekontroll i vissa branscher*),

b) identification,

c) preventing Work-Related Crime,

d) ensuring that individuals in the workplace possess the required training, and

e) managing and administering the work within the User Company's operations.

6.2 The Information obtained through the ID06 System must be used with good judgement, in a responsible and secure manner, and always in accordance with applicable law, including relevant data protection legislation, as well as the purpose of the ID06 System.

6.3 A User Company may not use Information in the ID06 Kompetensdatabas relating to individuals associated with another User Company for recruitment purposes or to build its own skills database. Information from the ID06 Kompetensdatabas relating to individuals associated with another User Company may only be used locally at a workplace.

6.4 ID06 strives to ensure that the Information is of good quality and provided with high availability. However, the User Company is informed that:

a) The Information has been recorded by User Companies and independent ID06 suppliers. Although ID06 has, through agreements, set high standards to ensure that the recording of Information is accurate, the recording has taken place without ID06's involvement or direct control. ID06 cannot therefore guarantee the quality of the Information or that the Information is otherwise accurate, complete or up to date, and

b) ID06 makes no representations regarding the availability of the Information provided.

6.5 The User Company is requested to report any incorrect details in the Information to ID06 in the manner specified at www.id06.se.

6.6 In addition to the provisions of this clause 6, the User Company shall comply with the general guidelines for the use of Information set out at 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 compliance, ID06 provides the ID06 Stamp service, which collects all of the User Company's electronic personnel registers created within the ID06 System. The processing of personal data 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, as the User Company stores in ID06 Stamp and to process the collected data within the scope of ID06's operations to ensure the fulfilment of ID06 's purposes and the purpose of the ID06 System as set out in clause 3 above. In doing so, ID06 shall pay particular attention to and take into account any confidentiality that may apply under clause 13, and the processing of personal data shall be carried out in accordance with the ID06 Privacy Policy in force at any given time.

8 AUDIT

ID06 is entitled to follow up and inspect the User Company's use of the ID06 System for the purpose of ensuring compliance with these General Terms and Conditions.

The User Company shall provide the information and any other assistance that may reasonably be required for such inspection.

9 PAYMENT OF FEES

The User Company shall pay fees to ID06 in accordance with the price list in force at any given time (available at www.id06.se) in the manner specified in the invoice issued. The prices charged by ID06 shall be reasonable, and the User Company shall be notified of any price increases, CPI (Consumer Price Index) in good time before the change comes into effect, on the ID06 Portal and at www.id06.se. In the event of late payment, or if an ID06 Card is blocked, ID06 is entitled to charge an administrative fee (currently SEK 1,200).

10 TERMINATION OF CONNECTION

10.1 Termination of the User Company's connection to the ID06 System automatically entails termination of the General Terms and Conditions.

10.2 The User Company is entitled to terminate its connection to the ID06 System by giving ID06 written notice thereof. Such termination shall take effect 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 other services connected to the ID06 System, upon the termination taking effect.

10.4 ID06 is entitled to terminate the User Company's connection to the ID06 System, or an ID06 Service, if the User Company:

a) has significant or recurring debts or otherwise seriously fails in its obligation to declare and pay taxes and charges, or fails to pay charges in accordance with clause 9 above,

b) in a material respect, fails to fulfil its obligations under these General Terms and Conditions and does not take full corrective action, where possible, within ten working days of receiving a written request to do so,

c) is declared bankrupt, enters into composition negotiations, commences company reorganisation, goes into liquidation, suspends payments or can otherwise be deemed to have become insolvent,

d) acts, or fails to act, and such action or failure to act in a material respect frustrates, or is contrary to, the purpose of the ID06 System, or fails to cooperate with an audit in accordance with clause 8, or

e) acts, or fails to act, and such action or failure is in breach of applicable legislation or is the subject of an official investigation concerning a breach of the law, and such breach of the law is material, and risks damaging the credibility of the ID06 System.

10.5 Termination in accordance with clause 10.4 above must be in writing and shall take effect immediately or at such later date as ID06 may notify.

10.6 ID06 has the right to block the User Company's access to the ID06 Portal, individual ID06 Services, and Information, and to suspend ID06 Cards if they are used in breach of these General Terms and Conditions, or in the event of non-payment, until the matter 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 shall in no event be liable for indirect damage such as, for example, loss of profit or benefit, reduced turnover, loss of data, damage to third-party property, inability to fulfil obligations towards third parties, or other consequential damage, as well as damage that could not reasonably have been foreseen by ID06. Furthermore, ID06's liability is limited to SEK one million (1,000,000).

11.2 The User Company is only entitled to claim for defects or shortcomings under this clause 11 if the User Company has given ID06 written notice thereof no later than one (1) month after the User Company has noticed, or ought to have noticed, the basis for the claim.

12 AMENDMENT OF THE TERMS

ID06 reserves the right to amend or make additions to these General Terms and Conditions. Amendments shall be notified to the User Company via the ID06 Portal or to the User Company's registered address (or Authorised User) or the postal address or email address provided by the User Company upon connection to the ID06 System, no later than one (1) month before the amendment comes into force. ID06 shall, however, be entitled to implement amendments of a non-material nature, as well as amendments and additions necessitated by law, regulation or a decision by a public authority.

13 CONFIDENTIALITY

13.1 Each party shall maintain confidentiality regarding information concerning the other party's operations that is marked in writing as confidential or that is clearly of a confidential nature. A party shall, however, be entitled, subject to confidentiality, to disclose such information to its advisers.

13.2 Confidentiality shall not, however, apply to information which
(i) a party reasonably needs to disclose to a third party, such as in response to a request from a public authority; (ii) at the time of disclosure was, or has since become, generally known other than through a breach of this confidentiality undertaking; (iii) has been provided to a Party or its representative by a third party who is entitled to disclose such information without breaching a confidentiality undertaking; or (iv) was 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 Terms and Conditions without ID06's written consent.

14.2 Notices

14.2.1 Notice of termination and other notices shall be given by registered mail or electronic message to the following address:

ID06 AB, Box 13144, 103 03 Stockholm or via email to support@id06.se (please state "AGREEMENT" in the subject line) or via the website www.id06.se.

The User Company's registered address or the postal address or email address provided by the User Company upon connecting to the ID06 System. The User Company is responsible for ensuring that all contact and address details are complete and correct and that any changes are updated via the ID06 Portal.

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

14.2.3 With the exception of notices concerning termination, suspension or blocking of the User Company's ability to use the ID06 System, ID06 shall also be entitled 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 enforce, exercise or pursue any right under these General Terms and Conditions, or failure to object to a particular circumstance relating to the agreement between the parties, shall not constitute a waiver of that Party's rights in that regard. Any waiver by a Party of a right or remedy, or any failure to exercise a particular right or to raise a particular matter, shall in each case be in writing and duly signed by such Party to be valid.

14.4 Invalidity of provisions

If any provision of these General Terms and Conditions is deemed wholly or partly invalid or unenforceable, the remaining parts of that provision, as well as all other provisions of these General Terms and Conditions, shall remain in force. In such a case, the parties shall negotiate in good faith with a view to, if possible, agreeing on the necessary amendments to these General Terms and Conditions in order to preserve their structure, purpose and spirit.

15 DISPUTES AND GOVERNING LAW

15.1 Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions, or the breach, termination or invalidity thereof, 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 in its discretion determines, taking into account the complexity of the case, the value of the subject matter of the dispute and other circumstances, that the Arbitration Rules of the SCC Arbitration Institute shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of the 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 on choice of law. The parties are, however, free to bring an action before a court of general jurisdiction regarding payment in accordance with clause 9 above.

15.2 Information, whether written or oral, which forms the basis of a decision or award in the dispute shall be treated as confidential by both parties and may therefore not be published or otherwise disclosed without written agreement.

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APPENDIX 1 – Data Processing Agreement

1. BACKGROUND

1.1 ID06 provides the ID06 Stamp service to User Companies that have connected to the ID06 System. Connection to the ID06 System is governed by the General Terms and Conditions, of which this Data Processing Agreement forms an integral part.

1.2 For the processing of personal data carried out in connection with the provision of the ID06 Stamp service, ID06 shall be regarded as the data processor and the User Company as the data controller in accordance with applicable data protection legislation.

1.3 Appendix A contains information on the processing of personal data, including the purpose and nature of the processing, the 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 the processing of personal data, security, and the procedure for audits and inspections.

2. Definitions

2.1 Terms used in this Data Processing Agreement shall have the same meaning as in the General Provisions and as set out below, as well as in applicable data protection legislation, which means, inter alia, that:

'personal data' means any information relating, directly or indirectly, to a living natural person;

'processing' means any operation or set of operations which is performed on personal data, whether or not by automated means, such as: collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

'data controller' means the natural or legal person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

'data processor' means a person who processes personal data on behalf of the data controller;

'sub-processor' means a subcontractor engaged by the data processor who processes personal data on behalf of the data controller in accordance with the sub-processor's mandate to provide services to the data processor;

'EU Commission Standard Contractual Clauses' means standard contractual clauses governing the transfer of personal data to third countries, which have been drawn up and adopted by the EU Commission or equivalent terms replacing this decision; and

'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 pursuant to the GDPR.

3. The rights and obligations of the data controller

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 the obligation to determine the purposes and means of the processing of personal data. It follows that the data controller is obliged to ensure that the processing which ID06 is asked to carry out has a legal basis.

3.3 To the extent that the data controller, through instructions, imposes requirements on ID06's processing of personal data that go beyond ID06's standard procedures for its operations and ID06 Stamp, ID06 shall be entitled to reasonable compensation from the data controller for any costs incurred.

4. ID06's rights and obligations

4.1 ID06 undertakes to process personal data to which it has access solely on the basis of the data controller's documented instructions, the requirements of applicable data protection legislation, and solely for the purpose of providing the ID06 Stamp service.

4.2 However, ID06 may, without instruction, carry out processing required under Union law or the national law of the member state to which ID06 is subject, but shall in such a case inform the data controller of the legal requirement before the data is processed, unless ID06 is prevented from providing such information on the grounds of an important public interest under that law.

4.3 ID06 further undertakes to:

a) ensure that persons authorised to process the personal data have undertaken to maintain confidentiality or are subject to an appropriate statutory duty of confidentiality,

b) take all appropriate technical and organisational measures necessary to protect the personal data being processed in accordance with applicable data protection legislation (Article 32 of the GDPR),

c) taking into account the nature of the processing, assist the data controller through appropriate technical and organisational measures, to the extent possible, so that the data controller can fulfil its obligation to respond to requests for the exercise of the data subject's rights in accordance with Chapter III of the GDPR, and, if the data controller so requests, provide data subjects with access to their data in the data controller's electronic personnel register,

d) assist the data controller in ensuring that the obligations under Articles 32–36 of the GDPR are fulfilled, taking into account the nature of the processing and the information available to ID06,

e) depending on the data controller's choice, delete or return all personal data to the data controller once ID06's obligations have been fulfilled, and delete any copies, unless the storage of the personal data is required under Union or member state law (the data controller's instructions regarding deletion and return are set out in clause 9 of the Data Processing Agreement), and

f) provide the data controller with access to all information necessary to demonstrate compliance with the obligations laid down in applicable data protection legislation, and facilitate and cooperate with audits, including inspections, carried out by the data controller or by 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 of 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 amend the technical and organisational measures in a manner that may adversely affect the protection of personal data, the data controller shall be informed of this before such measures are taken.

6. Use of sub-processors

6.1 ID06 is entitled 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 is set out in Appendix B.

6.2 ID06 must inform the data controller via www.id06.se before engaging or replacing a sub-processor, so that the data controller is given the opportunity to object to the change. If the data controller objects, the sole remedy available to them is the right to terminate their connection to the ID06 System with effect from the date on which the change is implemented.

6.3 In relation to the sub-processors engaged, ID06 undertakes to enter into data processing agreements on terms corresponding to this Data Processing Agreement.

6.4 ID06 shall be liable for the processing of personal data by sub-processors as if it were carrying out such processing on its own behalf.

7. Transfer to third countries

7.1 Any transfer of personal data to third countries or international organisations may only be carried out in accordance with 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 an international organisation, which ID06 has not been instructed to carry out by the data controller, is required under Union law or the national law of the member state to which ID06 is subject, ID06 shall inform the data controller of the legal requirement before the processing is carried out, unless ID06 is prevented from providing such information on the grounds of an important public interest under that law.

7.3 The data controller confirms that ID06, taking into account the duty to inform set out in clause 6 of this Data Processing Agreement, may, 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 a 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, where applicable, the transfer mechanism under Chapter V of the GDPR on which the transfer is based, shall be set out in Appendix C.

8. Support for the data controller

8.1 Taking into account the nature of the processing, ID06 shall assist the data controller with appropriate technical and organisational measures, where possible, in order to fulfil the data controller's obligations to respond to requests for the exercise of the data subject's rights under Chapter III of the GDPR regarding:

a) the right to information when personal data is collected from the data subject,

b) the right to information where 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 ('the right to be forgotten'),

f) the right to restriction of processing,

g) the obligation to notify each recipient to whom personal data has been disclosed regarding the rectification or erasure of personal data and the 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 into account the nature of the processing and the information available to ID06, assist the data controller in ensuring compliance with:

a) the data controller's obligation to notify the competent supervisory authority of the personal data breach without undue delay and, where appropriate, no later than 72 hours after its discovery, 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 of the personal data breach without undue delay, where the personal data 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 unless the data controller takes measures to mitigate the risk.

9. Deletion and return

ID06 undertakes to store the personal data for the duration of the provision of the ID06 Stamp service to the data controller and for a period of three (3) years thereafter. After this period, ID06 is entitled to erase or anonymise the personal data.

10. Audit and inspection

10.1 ID06 shall make available to the data controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR, and shall facilitate and contribute to audits and inspections carried out by the data controller or another auditor on behalf of the data controller.

10.2 The procedure to be followed in the data controller's audits and inspections of the data processor is set out in Appendix C.

10.3 The data processor shall grant access to ID06's physical premises to supervisory authorities which, under applicable data protection legislation, are entitled to access the data controller's and ID06's premises, or to representatives acting on behalf of such supervisory authorities, upon presentation of appropriate identification.

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

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

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Appendix A: Information on 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 offered and which the data controller utilises from time to time.

2. Nature of the processing

Processing within the scope of the Data Processing Agreement shall relate to:

- Collection
- Storage
- Processing
- Testing
- Analysis
- Transfer

3. Personal data

Information regarding sole traders, employers, card details (referring to personal identification number, name) and information regarding logins and logouts.

4. Categories of data subjects

Holders of ID06 Cards, sole traders.

5. Duration

The processing of personal data takes place for the duration that the ID06 Stamp service is provided to the data controller. Personal data is stored for the period agreed in clause 9 of this Data Processing Agreement, or for the specific storage period specified by the data controller in the instructions in Appendix C.

Appendix B: Approved sub-processors

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

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

Appendix C: Instructions

1. Subject-matter of the processing

The data processor's processing of personal data on behalf of the data controller shall be carried out for the provision of the ID06 Stamp service, comprising:

a) management and storage of personnel registers,

b) the storage, processing, testing, analysis and transfer of personal data in accordance with the terms and conditions and service description for ID06 Stamp in force at any given time, and

c) analysis of information in ID06 Stamp for the purpose of assisting the data controller in detecting inaccuracies, actions contrary to law or official decisions, or such other deficiencies of which the User Company ought reasonably to be aware.

2. Special instructions

Collection of personal data from third parties

The data controller instructs ID06 to collect personal data, including from third parties, for the provision of the ID06 Stamp service as described in the General Terms and Conditions and this Data Processing Agreement. This instruction shall also be deemed to include a power of attorney for ID06 to collect 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 within the ID06 System that rely on ID06 Stamp, the data controller instructs ID06 to transfer personal data from ID06 Stamp to the services used by the data controller, for example ID06 Bolagsdeklaration.

Transfer to public authorities upon request

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

3. Security during processing

The level of security must be adapted to the following:
The processing involves personal data relating to a large number of data subjects. With the exception of personal identification numbers, the personal data is not sensitive in nature, and therefore an appropriate level of security must be established.

The data processor shall therefore have the right and obligation to decide on the technical and organisational security measures that should be applied to achieve the necessary and approved level of data security. However, the data processor shall, as far as possible with reference to the nature of the processing in the individual case, implement the technical and organisational measures set out below.

4. Technical security measures

ID06 shall, where appropriate and taking into account the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons, implement the following technical security measures to ensure a level of security appropriate to the risk:

- be able to ensure the ongoing confidentiality, integrity and availability of the systems and services used by ID06 to process personal data, including by having a technical system in place to log access to personal data, verify authorisation and thereby control access to personal data so that only those working with the personal data have access to it,
- be able to ensure that the availability and access to personal data can be restored within a reasonable time in the event of a physical or technical incident, including by maintaining and protecting backup files,
- ensure that only authorised personnel have access to data online, including through the use of Virtual Private Network (VPN) solutions, Privileged Identity Management (PIM) rights, multi-factor authentication and access control,
- apply encryption of personal data both at rest and in transit to prevent access to personal data in plain text, and ensure the secure storage and management of encryption keys, including 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 routine for regularly testing and assessing the effectiveness of the technical measures taken to continuously ensure the security

of the processing, including through penetration tests and the application of built-in redundancy principles, and

- have established processes and apply tailored tools and functions for specific and active measures against active and passive attacks on the system, as well as the implementation of testing (for example, penetration tests) of software vulnerabilities and potential backdoors.

5. Organisational security measures

ID06 shall, where appropriate and taking into account the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons, implement the following organisational security measures to ensure a level of security appropriate to the risk:

- maintain the requirements set out in ISO 27001 and ISO 9001,
- ensure that all employees at ID06 and ID06 suppliers have security awareness and training appropriate to their role,
- ensure that ID06's security policies and procedures are kept up to date and communicated to employees who handle personal data,
- have established procedures and requirements for working from home and remote working, and apply a VPN solution for connecting to systems where personal data is processed,
- have an established process and procedure for regularly testing and assessing the effectiveness of the organisational measures taken to continuously ensure the security of processing, and
- have an established process and procedure to protect the data against unauthorised access, including through clear instructions for those working for ID06 regarding password management and the use of hardware and systems.

6. Deletion and return

Upon termination of the processing of personal data, the data processor shall either delete or anonymise the personal data in accordance with clause 9 of this Data Processing Agreement, unless the data controller – following connection to the ID06 System and the conclusion of the General Terms and Conditions – has provided other instructions. Any such change shall be documented and stored by each party.

7. Geographical storage

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

- Within the EU/EEA.

8. Transfer to third countries

ID06 uses Microsoft Azure for cloud storage, where all personal data is stored on servers within the EU/EEA. Microsoft Azure has a parent company in the US which does not have direct access to the data, nor is there any reason to believe that access to the data is granted. However, ID06 has implemented a range 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 taken, ID06 cannot completely and entirely rule out the possibility that a transfer to a third country might occur.

In light of the above, the data controller instructs ID06 to use Microsoft Azure even if this may result in a transfer to a third country. If a transfer takes place, the legal basis shall be:

Sub-processor	Country	Legal basis
Microsoft Azure	USA	EU Commission Standard Contractual Clauses

This instruction shall be deemed to constitute the written prior authorisation referred to in section 7 of this Appendix C.

9. Inspection procedure

The data controller or the data controller's representative shall be entitled, where they deem it necessary within ten (10) working days before the planned measure, to carry out a physical inspection of the premises 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 the member state, and the Data Processing Agreement. Inspections of physical premises may only take place during ID06's normal office hours.

The costs associated with the physical inspection shall be borne by the data controller, except in cases where the inspection reveals significant shortcomings. ID06 shall allocate the resources (primarily human resources) necessary to enable the data controller to carry out the inspection.