

GENERAL TERMS



GENERAL TERMS – Employee Leasing Accountor Sverige AB 2019-11-24

1 INTRODUCTION AND APPLICABILITY

- 1.1 These general terms and conditions for lease of personnel ("General Terms") is an appendix and an integral part of the agreement with appendices (the "Agreement") entered into between the Supplier and the Client (individually "Party" and jointly "Parties").
- 1.2 Definitions in the Agreement shall have the same meaning in these General Terms.
- 1.3 The Data Processing Agreement in Appendix A to these General Terms shall be an integral part of these General Terms if the Supplier is considered as data processor as set out in 9.3 and applicable data protection legislation.
- 1.4 If there are contradictions between the documents that the Agreement consists of the following shall prevail. The Agreement and thereafter appendices in numerical order.

2 SERVICE SCOPE

- 2.1 The Supplier's employee leasing service comprise a business and legal relationship between the Parties whereas the Supplier, against compensation, provides the Client with staff members, an employee of the Supplier or a sub-contractor of the Supplier (the "Leased Employee") for performance of certain agreed duties within the Client's business under the Client's control and management (the "Services"). The Client shall prepare a requirement specification to be approved by the Supplier (the "Service Description") containing the Client's work description for the Leased Employee as well as the time plan. The Client shall clearly state all requirements on the Leased Employee, such as education and experience as well as other factors to be considered due to the nature of the duties to be performed by the Leased Employee. Accordingly, the Service Description specifies the scope of the Services and is an appendix to, and integral part of, the Agreement.
- 2.2 The Client shall provide correct and sufficient information for the Supplier's performance of the Services as defined in the Service Description.
- 2.3 The Supplier shall present employee candidate(s) to the Client based on the Service Description.
- 2.4 Any changes in applicable conditions should immediately be communicated to the Supplier. Changes to the Services shall be approved by both Parties in writing.
- 2.5 If the Supplier engage subcontractors for the performance of the Services, the Supplier shall be liable for the subcontractor acting as an independent contractor and being approved for business tax during the performance of the Services.
- 2.6 The Supplier may, after consultation with the Client, replace the Leased Employee with person with another employee which meet the requirements specified in the Service Description. Accordingly, if the Leased Employee becomes ill or for some other reason is or will be absent for a longer period and such absence could not have been foreseen, the Supplier is entitled to provide a suitable replacement employee. The Supplier shall not be held liable for any damages, including for delays, which may occur for the Client due to such absence.

3 UNDERTAKINGS BY THE CLIENT

- 3.1 The Client's business shall be conducted in accordance with applicable laws and regulations.
- 3.2 The Services are based on the Service Description and other information provided by the Client. The Supplier is not responsible for verifying the supplied documentation or information. The Supplier is not responsible for any result of the Services that is based on incorrect or defective documentation or information provided by the Client or a third party designated by the Client.
- 3.3 The Client shall without delay provide the Supplier with all material and information that the Supplier requests and deems necessary for performing the Services. If this is not observed it can cause delays and additional costs for which the Supplier is not responsible.
- 3.4 The Client shall continuously during the Services inform the Supplier of any changes that could affect the preconditions of the Services.
- 3.5 The Client is responsible for and shall carry out any negotiation according to law or collective bargaining agreement required due to the employee leasing.
- 3.6 The Client is responsible for all costs for education of the Leased Employee that the Client deems necessary due to technical equipment at the Client, knowledge that is needed for a specific assignment or other education advised by the Client.

4 UNDERTAKINGS BY THE SUPPLIER

- 4.1 The Supplier shall provide sufficient resources with the competence from time to time required, in order to perform the Services. Therefore, the Supplier is responsible for providing its staff with relevant information and understanding about the Client and the Services.
- 4.2 The Supplier shall perform the Services with the skill, speed and care that follows from good practice within the field of the Supplier's services.
- 4.3 The Supplier shall, at all times, maintain a liability insurance.
- 4.4 The Supplier guarantees that the Leased Employee meets the Client's requirements, as they have been specified in the Service Description, during the term of the Agreement. If the Leased Employee's qualifications do correspond to the Service Description, the Client shall not be held liable to pay for the Services, provided that the Client has communicated these circumstances in writing no later than two (2) months from the start of the Services.

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5 PERFORMANCE OF WORK

- 5.1 The Client shall be in charge of the work, perform controls and follow ups of work done and give relevant instructions and information to the Leased Employee. The Client shall provide a work space and work equipment to the Leased Employee in order to perform the services. The Client shall treat the Leased Employee fairly and equal compared to its other employees, in accordance with law and good practice on the labour market.
- 5.2 The Client shall observe chapter 3 paragraph 12 of the Swedish Work Environment Act (*Sw. Arbetsmiljölagen*) (1977:1160) by informing the Leased Employee of the laws, regulations, internal instructions and routines applicable to the Client's business. Moreover, the Client shall take the safeguard measures required to ensure the Leased Employee is not exposed to risk of illness or accidents. Any protection equipment required shall be provided by the Client. The Supplier and safety representative of the Supplier is entitled to, at any time during the Services, conduct visits at the premises of the Client in order to verify that the working environment of the Leased Employee is acceptable.
- 5.3 In case of any work environment related accident, incident or similar event, the Client shall inform the Supplier without undue delay.
- 5.4 The Leased Employee's working hours shall correspond to the working hours of the Client's own employees. Any overtime shall be approved by the Supplier in advance. Changes to the working hours of the Leased Employee shall be communicated to the Supplier in due time before the changes take effect.

6 FEES, RECRUITMENT FEE AND PAYMENT TERMS

Fees

- 6.1 The fees for the Services are stated in the Agreement excluding VAT. If not otherwise agreed between the Parties, a minimum of eight (8) hours per work day shall be charged starting from the first day of service by the Leased Employee with the Client. Additional fees
- 6.2 In addition to the fees stated above, the Client shall pay all additional fees attributable to the Leased Employee, covering for example work hours outside normal business hours, overtime etc. which the Leased Employee is entitled to according to applicable collective bargaining agreement or other applicable rules. Such additional fees shall be calculated by adding a percentage to the fees corresponding to the increase of the Leased Employee's salary from the Supplier.
- 6.3 The Client shall pay for the Leased Employee's travel time with a fee corresponding to the regular hourly fees applicable. The Client shall also reimburse any actual expenses incurred by the Leased Employee when performing its duties, such as costs for travel, daily allowance and accommodation, as well as any other costs incurred by the Leased Employee when performing its duties on behalf of the Client.
- 6.4 The Client shall pay for any checks or tests of the Leased Employee, such as excerpt from the criminal records or drug tests.
- 6.5 The Supplier reserves the right to increase the fees for the Services, including retroactively, to meet any addition costs the Supplier may reasonably incur in providing the Services to accommodate any changes in collective bargaining agreements, taxes, law, social contributions, other fees or any other unexpected events.
- 6.6 Should the Client choose to employ or appoint as a consultant a Leased Employee who is or has, during the last twelve (12) months, been provided by the Supplier to the Client or to a company within the same company group as the Client and worked up to 1000 (thousand) hours, the Supplier is entitled to a recruitment fee for each Leased Employee, calculated as 2,5 x the monthly salary offered to the Leased Employee by the Client, and if the number of hours exceeds 1000 (one thousand), the recruitment fee shall be calculated as 2,0 x of such offered salary.
- 6.7 If the Client employ or appoint as a consultant, one or more of the candidates presented to the Client within the previous twelve (12) months, the Supplier is entitled to a recruitment fee for each candidate calculated as 2,5 x the monthly salary offered to the candidate or candidates by the Client.
- 6.8 If the Client wish to employ Leased Employee, this shall be done through a separate agreement between the Client and the Leased Employee.
- 6.9 Payment terms to the Supplier are fifteen (15) days from the date of invoice. After the due date, default interest will be charged in accordance with the Swedish Interest Act (1975:635) (*Sw. Räntelagen*).
- 6.10 Should the Client not observe the applicable terms of payment, or if there are other grounds to assume that the Client will not fulfil its obligations towards the Supplier, the Supplier reserves the right to request payment in advance for its services. The Supplier shall also be entitled to, provided that payment reminder and a warning has been sent, suspend the provision of services by the Leased Employee up until the Client has paid outstanding debts in full or presented adequate security.

7 LIABILITY

- 7.1 The Supplier is liable, subject to the limitations set out below or elsewhere herein, for damages in the performance of the Services due to the negligence of the Supplier.
- 7.2 The Supplier provides the Services to the Client and is not liable to any third party relying on the results of the Services. If a third party makes a claim against one of the Parties based on the Services, the other Party shall be notified of this without delay. If the Supplier is imposed to compensate third party damages due to any result of the Services, the Client shall indemnify and hold the Supplier harmless, provided that losses were not caused intentionally or due to gross negligence by the Supplier.
- 7.3 The Supplier's liability is limited to direct damages. The Supplier shall in no case be liable for decreases in production, loss of profits or any other indirect or consequential damage.
- 7.4 The Supplier shall not be liable for defects in the Services caused by incorrect or incomplete documentation or information provided by the Client or by a third party designated by the Client.
- 7.5 The Supplier shall not be liable for the consequences of amendments to laws or regulations which come into force after the Services have been provided.
- 7.6 The Supplier's liability shall not exceed i) the sum of the invoiced fees for the Services during the last 12-month period or ii) 100 000 SEK, whichever is the less. However, this limitation shall not apply in the event it is shown that the damage was caused

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intentionally or due to gross negligence by the Supplier.

- 7.7 The Client is liable for the actions of the Leased Employee to the same extent as for its own employees. This means that the Client is responsible for defects and damages caused by the Leased Employee to the Client or any third party in the performance of its duties for the Client.
- 7.8 The Client is responsible for the work hours reported by the Leased Employee in the Client's time reporting system. The Client is therefore liable for all costs and damages caused by misinterpretation of the value of work hours as well as misinterpretation or wrongful application of collective bargaining agreements etc.
Force Majeure
- 7.9 If one of the Parties is prevented from or delayed in performing their obligations under the Agreement, or doing so is made unreasonably difficult for reasons outside the affected Party's control, such as strike, lockout or another type of industrial action, fire or another type of accident, damage caused by thunderstorms or another natural disaster, or a breakdown in communications or a power cut, this Party shall be released from its obligation to perform under the Agreement and from any related sanctions for as long as said circumstances prevail. Force majeure also includes any mistakes or delays caused by official authorities or banks, errors in hardware, software, communications or data transmission lines, loss of or a breakdown in data communications or connectivity, or any other action by a network operator, provided that the circumstance is outside of the affected Party's control. The other Party must be notified if a force majeure situation occurs as well as when it ends. If the performance of the Agreement is prevented or delayed for a period exceeding thirty (30) days due to such force majeure situation, the other Party may terminate the Agreement in writing.
- Complaints
- 7.10 The Client shall, without delay, notify the Supplier in writing of any defects in the performance of the Services that the Client discovers or should have discovered. The notification shall contain clear information about the nature and extent of the defect. Following a complaint, the Supplier shall be given the opportunity to rectify the defect within a reasonable time before the Client may request compensation. In order for the Client to be entitled to compensation, the claim must be preceded by a complaint and, if possible, redress process as set out above and the Client must also, in order to not lose its right to compensation, notify the Supplier about its compensation claim without reasonable delay after the Client became or should have become aware of the grounds for the compensation claim and no later than three (3) months after the Services has been completed.
- 7.11 Should the Client have any remarks with regards to the Leased Employee, such remarks shall be communicated directly to the Supplier.
Communication
- 7.12 The Supplier uses e-mail as a way to communicate with its clients, to the extent permitted by applicable data protection legislation. The Supplier shall make use of software of industry standard and assumes no responsibility for the risks posed by communicating via e-mail and the Internet.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Supplier shall arrange for the transfer to the Client of ownership to all material and other results created by the Leased Employee during the Services (the "Results"), to the extent possible by law. All copyright, except for droit moral, including other intellectual property rights vested in the Results shall be the property of the Client. In case The Supplier needs to compensate the Leased Employee for the intellectual property rights due to mandatory law or collective bargaining agreement, the Client shall compensate The Supplier for such costs. In case of an invention, the Client can only obtain the intellectual property rights vested therein to the extent possible by mandatory law or collective bargaining agreement.
- 8.2 The Supplier shall not be held liable if the Results causes any infringements in third party rights or for any unlawful use of third party systems by the Leased Employee.
- 8.3 This Agreement does not grant any right to any of the Parties of the other Party's material or intellectual property rights attributable to such Party's processes or any other transfer of materials. If Leased Employee uses the Supplier's, or its own, software or other work equipment when performing services on behalf of the Client, the ownership to such software or work equipment shall remain with The Supplier and not be transferred to the Client.

9 PERSONAL DATA

- 9.1 Each Party shall comply with applicable data protection legislation. Within the scope of the services, each Party sets the purposes and means for the data processing and the Party is thereby independently data controller for such processing.
- 9.2 The Supplier is not a processor of the personal data processed by the Leased Employee on behalf of the Client during its work and that the Supplier does not process or access.
- 9.3 In case the Supplier within its organisation processes personal data on behalf of the Client within the scope of the Services, the Supplier is considered as data processor.

10 CONFIDENTIALITY

- 10.1 Neither Party shall be permitted to disclose to a third party, information about the other Party's the business activities or operating conditions or information concerning Party's clients or its client's clients or any other information which should reasonably be considered confidential ("Confidential Information"). This confidentiality undertaking shall remain force after the termination of this Agreement. Furthermore, the Parties agree that the content of the Agreement, unless otherwise agreed, shall not be disclosed to third parties. These confidentiality undertakings apply unless otherwise required by mandatory law.
- 10.2 Each Party shall impose confidentiality obligations substantially similar to those set out in this confidentiality undertaking, on employees to whom Confidential Information will be disclosed.
- 10.3 The fact that the Parties are collaborating does not constitute Confidential Information.

11 TERMINATION

- 11.1 Each Party is entitled to terminate the Agreement in writing with immediate effect if the other Party:
- has committed a material breach of its undertakings according to the Agreement and has not rectified the breach within a reasonable time after written notification of the breach;

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- b) the other Party's payment is more than 30 days late after the due date; or
 - c) has entered into bankruptcy, initiated composition proceedings, entered into liquidation, or can otherwise be assumed to have become insolvent, or is subject to a ban on business without providing adequate security for its obligations under the Agreement.
- 11.2 The Supplier is entitled to terminate the Agreement with immediate effect if the Client requests that the Leased Employee shall deviate from good practice on the labour market or good business practice. This also applies if the Leased Employee has been subject to discrimination or if the Client's work environment is clearly unacceptable.
- 11.3 In the event that the Agreement is terminated, the Client shall pay all fees, expenses and any other costs to which the Supplier is entitled under the Agreement.
- 12 COMPLETE REGULATION
- 12.1 The Agreement and these General Terms constitute the complete regulation of the conditions covered by the Agreement. There are no statements or implied agreements, warranties or commitments between the Parties in addition to what is stated in the Agreement.
- 13 AMENDMENTS AND ADDITIONS
- 13.1 Any amendments and additions to the Agreement must be made in writing. The Supplier is, however, entitled to prescribe changes to these General Terms. The Client must be informed in writing of these changes no later than thirty (30) days before the change is due to take effect. The Client is entitled to cancel the Agreement in writing, pursuant to the previously agreed notice period, within 14 (fourteen) days of such notice. No changes will take effect during the notice period.
- 14 TRANSFER
- 14.1 The Client may not, without the Supplier's written consent, transfer the Agreement or any rights and obligations under the Agreement.
- 15 DISPUTES
- 15.1 The Agreement shall be governed by Swedish law.
- 15.2 Should disputes arise from this Agreement, the Parties shall aim to resolve these through negotiations. If the dispute cannot be resolved through negotiations, the dispute should be referred to an ordinary court of law, with Stockholm District Court as the first instance, if the claim is worth less than SEK 200,000; if the claim is for a larger amount, the dispute shall be settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Expedited Arbitrations shall be applied unless SCC, taking into consideration the complexity of the case, the disputed amount and other circumstances, uses its own discretion to determine that SCC's arbitration rules shall apply. In the latter case, SCC must also decide whether the arbitration board is to consist of one or three arbitrators. Arbitration proceedings shall take place in Stockholm and be conducted in Swedish. The confidentiality undertaking in the Agreement shall also include negotiations, arbitration or mediation under the Agreement, as well as all documents, decisions and judgments made or notified in response thereto.

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APPENDIX A

DATA PROCESSING AGREEMENT

1. Background

Client serves as a data controller referred to in the applicable data protection laws ("Data Controller", "Controller" or "Client") as regards personal data that relate to its customers, employees or other individuals processed within the service by Supplier ("Client Personal Data"). In its respective role Data Controller is responsible for Client Personal Data and lawfulness of the processing thereof in accordance with the applicable data protection laws. Data Controller shall perform all necessary activities and secure and maintain all rights, consents and authorizations necessary for Supplier ("Data Processor", "Processor" or "Supplier") to provide the service under this DPA without violating laws or rights of any third party. Client Personal Data and details of the processing as well as other relevant facts thereto are specified in [Appendix 1](#).

2. Data Processor's obligations

Data Processor guarantees that it will process Client Personal Data on behalf of Data Controller in accordance with the applicable data protection laws and as is necessary for Data Processor to provide the service and to perform the DPA. Client Personal Data will be processed in accordance with Data Controller's instructions, which Controller confirms are exhaustively set out herein at the time signing the DPA. If Data Controller will further instruct Data Processor on the processing of Client Personal Data, Data Processor is entitled to charge any additional costs occurred and necessary work performed to be able to follow given instructions. If not capable to comply with the given instructions Data Processor will immediately inform Data Controller and the parties will work together to resolve the matter in an appropriate manner. If the matter is not resolved in one (1) month time thereafter either party is entitled to give a notice of termination with two (2) months notice period.

Without prejudice to the above Supplier is entitled to use any information generated in connection with the provided service and the processing of Customer Personal Data under the DPA to develop, analyze and assess its services and operations as well as and for statistical purposes, subject to such Customer Personal Data being anonymized to the extent necessary for Supplier to comply with its confidentiality obligations. Customer may further grant wider right to process Customer Personal Data to Supplier in writing. The parties acknowledge that the processing referred herein generates some obligations both for Customer and Supplier e.g. that individuals to whom Customer Personal Data relate are to be informed on such processing.

Data Processor shall keep Client Personal Data confidential and ensure that persons authorized to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligations of confidentiality.

Appropriate technical and organizational measures are implemented in order to protect confidentiality, integrity and availability of Client Personal Data. Such measures are described generally in Appendix 1. Without prejudice to the above Processor may modify its security measures from time to time provided that such modification does not decrease the overall security.

In the event of a breach of Client Personal Data Processor will notify Data Controller without undue delay, and where feasible, not later than 48 hours after having become aware of it. Data Processor shall provide Data Controller available information and documentation that is necessary for the fulfillment of Data Controller's notification obligation. Data Processor will use its best effort to repair and mitigate the effects of the breach.

At request and with terms commercially acceptable Data Processor shall assist Data Controller for the fulfillment of data subject's rights and with obligations set for a data controller in the applicable data protection laws. Data subject's rights are implemented in the service as defined in Appendix 1.

At request Data Processor will provide necessary information and documentation for the demonstration of compliance with the applicable data protection laws.

When processing of Client Personal Data is no longer required, Data Processor shall return the Client Personal Data to Data Controller. At the choice of Data Controller Processor shall destroy the Client Personal Data and certify to Data Controller that it has done so.

3. Sub-processing

Processing activities may be subcontracted in whole or in part to a data sub-processor. Data Processor will inform Data Controller before engaging any new sub-processor. Data Controller may object intended changes in writing within 2 weeks with reasons relevant for data protection. In such case, Data Processor shall continue the processing on the terms agreed until the earliest of the following event (i) the parties have agreed that the processing will be terminated and Client Personal Data returned to Data Controller or to a new service provider, or (ii) the parties have agreed on how the continued processing will be carried out, including relevant costs.

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To provide the services under the DPA Data Controller accepts that Processor may have Client Personal Data processed and accessible by its sub-processors outside Data Controller's country of domicile. If Client Personal Data is transferred outside EU Member State or EEA Country Data Processor shall implement appropriate safeguards to ensure the rights and freedoms of data subject as required by the applicable data protection laws.

For the sake of clarity it is stated that Data Processor is entitled to use sub-processors as defined in Appendix 1 in the processing of Client Personal Data.

4. Other terms

Without prejudice to the above, it is explicitly stated that in connection with the service provision under the agreement concluded between the parties Supplier is processing some personal data that relate to Client's employees, decision-makers or other individuals (e.g. Client's technical or administrative contact persons) for service provision, troubleshooting, customer management, customer care, invoicing, communication, marketing, service development and other corresponding purposes ("Supplier Personal Data"). As regards Supplier Personal Data Supplier serves as a data controller referred in the applicable data protection laws and is responsible for the lawfulness of processing. Unless otherwise agreed in writing Client may not give instructions as regards Supplier Personal Data or the processing thereof. Information on the processing of Supplier Personal Data is provided on www.accountor.se.

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APPENDIX 1

CLIENT PERSONAL DATA

DETAILS OF PROCESSING

Payroll

Payroll services and connected advisory

<i>Data subjects</i>	<i>Employees and compensation receivers of Data Controller. Partners and sub-contractors of Data Controller.</i>
<i>Description of Personal Data</i>	<p><i>Information on Data Controller's employees and compensation receivers:</i></p> <ul style="list-style-type: none"> - <i>Basic information for payroll management</i> - <i>Necessary sensitive personal data</i> - <i>Information about employment based on information from Data Controller</i> - <i>Payment information</i> - <i>Email and other contact information as well as approval rights when using our systems</i> <p><i>Information on contact persons of partners and sub-contractors to Data Controller:</i></p> <ul style="list-style-type: none"> - <i>Basic information for providing the services</i> - <i>Invoicing information</i>
<i>Implemented data subject's rights</i>	<ul style="list-style-type: none"> - <i>Right to data portability – at the request of the Data Controller</i> - <i>Right to access – at the request of the Data Controller</i> - <i>Right to rectification – at the request of the Data Controller</i> - <i>Right to erasure ("to be forgotten")– at the request of the Data Controller, unless law or agreement otherwise gives right or obliges Data Processor to retain data</i> - <i>Right to restriction of data processing – at the request of the Data Controller, unless law or agreement otherwise gives right or obliges Data Processor to retain data</i> <p><i>No decisions are based solely on automated processing in the service.</i></p>
<i>Technical and organizational security measures implemented</i>	<p><i>Policies and working instructions are approved and implemented.</i></p> <p><i>Information assets are managed and cataloged. Access rights are restricted to employees on need to know basis and adjusted upon change or removed upon termination. Changes to information systems are controlled and appropriate fall-back procedures secured. Information systems have secure baseline configurations and adhere to privacy and security by design and default. Malware are detected and prevented by SIEM security system.</i></p> <p><i>Vulnerabilities are monitored and actions taken where necessary. Incidents are managed, reported and responded in due care.</i></p> <p><i>Backups are monitored for completeness daily and disaster recovery plan exist. Data validation takes place on a regular basis.</i></p> <p><i>All controls are monitored and verified for assurance purposes and will be continuously improved on regular basis.</i></p>

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Approved sub-processors

Finago AB (Procountor)

Hogia

Agda

Flex lön

Flex Res

Flex

HRM

Promark

Visma

Nmbrs

Tempura

Kombrus

Visma Net Expense

Accountor Expense

Other Client specific sub-processors are informed by request.

The Supplier can update the list of sub-processors due to the changes in the sub-processors by informing the Client of the change.

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Accounting and Advisory

Accounting services and connected advisory

<i>Data subjects</i>	<i>Data Controller's employees, clients, suppliers, sub-contractors and partners.</i>
<i>Description of Personal Data</i>	<p><i>Information on Data Controller's employees:</i></p> <ul style="list-style-type: none"> - <i>Basic information</i> - <i>Payment information</i> <p><i>Information on contact persons of customers of Data Controller:</i></p> <ul style="list-style-type: none"> - <i>Basic information</i> - <i>Invoicing information</i> <p><i>Information on contact persons of suppliers, sub-contractors and partners of Data Controller:</i></p> <ul style="list-style-type: none"> - <i>Basic information</i> - <i>Invoicing and payment information</i>
<i>Implemented data subject's rights</i>	<ul style="list-style-type: none"> - <i>Right to data portability – at the request of the Data Controller</i> - <i>Right to access – at the request of the Data Controller</i> - <i>Right to rectification – at the request of the Data Controller</i> - <i>Right to erasure ("to be forgotten")– at the request of the Data Controller, unless law or agreement otherwise gives right or obliges Data Processor to retain data</i> - <i>Right to restriction of data processing – at the request of the Data Controller, unless law or agreement otherwise gives right or obliges Data Processor to retain data</i> <p><i>No decisions are based solely on automated processing in the service.</i></p>
<i>Technical and organizational security measures implemented</i>	<p><i>Policies and working instructions are approved and implemented.</i></p> <p><i>Information assets are managed and cataloged. Access rights are restricted to employees on need to know basis and adjusted upon change or removed upon termination. Changes to information systems are controlled and appropriate fall-back procedures secured. Information systems have secure baseline configurations and adhere to privacy and security by design and default. Malware are detected and prevented by SIEM security system.</i></p> <p><i>Vulnerabilities are monitored and actions taken where necessary. Incidents are managed, reported and responded in due care.</i></p> <p><i>Backups are monitored for completeness daily and disaster recovery plan exist. Data validation takes place on a regular basis.</i></p> <p><i>All controls are monitored and verified for assurance purposes and will be continuously improved on regular basis.</i></p>
<i>Approved sub-processors</i>	<p><i>Fortnox AB</i></p> <p><i>Brljant Ekonomisystem</i></p> <p><i>AB Finago AB</i></p> <p><i>Hogia Professional Systems AB</i></p> <p><i>Wolters Kluwer Scandinavia AB</i></p> <p><i>Microsoft Dynamics NAV</i></p> <p><i>Xledger AB</i></p> <p><i>Vitec Förvaltningssystem AB</i></p> <p><i>Aaro Systems AB</i></p> <p><i>Företagsplatsen AB</i></p> <p><i>Nordiska Värdepappersregistret AB</i></p> <p><i>Accountor Expense</i></p>

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	<p><i>Adorro Adra Match Nordkap AB Tempura</i></p> <p><i>Other Client specific sub-processors are informed by request.</i></p> <p><i>The Supplier can update the list of sub-processors due to the changes in the sub-processors by informing the Client of the change.</i></p>
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Accounts payable services

<i>Data subjects</i>	<i>Data Controller's suppliers, sub-contractors and partners.</i>
<i>Description of Personal Data</i>	<p><i>The following information on contact persons of suppliers, sub-contractors and partners of Data Controller:</i></p> <ul style="list-style-type: none"> - <i>Basic information</i> - <i>Invoicing information</i>
<i>Implemented data subject's rights</i>	<ul style="list-style-type: none"> - <i>Right to data portability – at the request of the Data Controller</i> - <i>Right to access – at the request of the Data Controller</i> - <i>Right to rectification – at the request of the Data Controller</i> - <i>Right to erasure ("to be forgotten")– at the request of the Data Controller, unless law or agreement otherwise gives right or obliges Data Processor to retain data</i> - <i>Right to restriction of data processing – at the request of the Data Controller, unless law or agreement otherwise gives right or obliges Data Processor to retain data</i> <p><i>No decisions are based solely on automated processing in the service.</i></p>
<i>Technical and organizational security measures implemented</i>	<p><i>Policies and working instructions are approved and implemented.</i></p> <p><i>Information assets are managed and cataloged. Access rights are restricted to employees on need to know basis and adjusted upon change or removed upon termination. Changes to information systems are controlled and appropriate fall-back procedures secured. Information systems have secure baseline configurations and adhere to privacy and security by design and default. Malware are detected and prevented by SIEM security system.</i></p> <p><i>Vulnerabilities are monitored and actions taken where necessary. Incidents are managed, reported and responded in due care.</i></p> <p><i>Backups are monitored for completeness daily and disaster recovery plan exist. Data validation takes place on a regular basis.</i></p> <p><i>All controls are monitored and verified for assurance purposes and will be continuously improved on regular basis.</i></p>
<i>Approved sub-processors</i>	<p><i>Palette Sverige AB</i> <i>Scancloud AB</i></p> <p><i>Other Client specific sub-processors are informed by request.</i></p> <p><i>The Supplier can update the list of sub-processors due to the changes in the sub-processors by informing the Client of the change.</i></p>

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HR Services

Recruitment/ outsourcing of employees/ HR consultation

<i>Data subjects</i>	<i>Data Controller's employees, board members, management and sub-contractors.</i>
<i>Description of Personal Data</i>	<p><i>Information on Data Controller's employees board members, management, and contact persons of sub-contractors:</i></p> <ul style="list-style-type: none"> - <i>Basic personal information</i> - <i>Invoicing information</i>
<i>Implemented data subject's rights</i>	<ul style="list-style-type: none"> - <i>Right to data portability – at the request of the Data Controller</i> - <i>Right to access – at the request of the Data Controller</i> - <i>Right to rectification – at the request of the Data Controller</i> - <i>Right to erasure (“to be forgotten”)– at the request of the Data Controller, unless law or agreement otherwise gives right or obliges Data Processor to retain data</i> - <i>Right to restriction of data processing – at the request of the Data Controller, unless law or agreement otherwise gives right or obliges Data Processor to retain data</i> <p><i>No decisions are based solely on automated processing in the service.</i></p>
<i>Technical and organizational security measures implemented</i>	<p><i>Policies and working instructions are approved and implemented.</i></p> <p><i>Information assets are managed and cataloged. Access rights are restricted to employees on need to know basis and adjusted upon change or removed upon termination. Changes to information systems are controlled and appropriate fall-back procedures secured. Information systems have secure baseline configurations and adhere to privacy and security by design and default. Malware are detected and prevented by SIEM security system.</i></p> <p><i>Vulnerabilities are monitored and actions taken where necessary. Incidents are managed, reported and responded in due care.</i></p> <p><i>Backups are monitored for completeness daily and disaster recovery plan exist. Data validation takes place on a regular basis.</i></p> <p><i>All controls are monitored and verified for assurance purposes and will be continuously improved on regular basis.</i></p>
<i>Approved sub-processors</i>	<p><i>Emply International A/S</i></p> <p><i>Other Client specific sub-processors are informed by request.</i></p> <p><i>The Supplier can update the list of sub-processors due to the changes in the sub-processors by informing the Client of the change.</i></p>