

GENERAL TERMS



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Recruitment Accountor Sverige AB

2019-11-24

1 INTRODUCTION AND APPLICABILITY

- 1.1 These general terms and conditions for recruitment services ("General terms") constitute an appendix and are also an integral part to 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 8.2 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 Accountor's recruitment services and other services connected to the recruitment provided by the Supplier and specified in the Agreement (the "Services") constitute a business relationship as well as a legal relationship between the Parties where the Client intends to employ one or multiple persons (the "Candidates") who the Supplier shall select and present to the Client. The Supplier has no obligation, under the Services, to provide information about potential candidates that are not presented to the Client.
- 2.2 The Client undertakes to provide correct and sufficient information for the Supplier's performance of the Services. Any changes in applicable conditions should immediately be communicated to the Supplier.
- 2.3 The Client appoints the Supplier as an exclusive contractor to perform the Services and the Client undertakes not to engage any other party to perform all or part of the Services if not approved by the Supplier in writing.
- 2.4 Based on the information provided by the Client, the Supplier shall select Candidates. In connection with the presentation of proposed Candidates to the Client, the Supplier shall state to what extent they meet the Client's requirements and any other circumstances of importance that the Supplier knows about and the Client should be informed of.
- 2.5 In case the Client has candidates of its own for the Services, the Supplier shall be informed about these candidates and they shall be handled together with the other Candidates in the recruitment process. The Client may choose not to let its own candidates be part of the Agreement. In this case, this must be communicated to the Supplier in advance in writing.
- 2.6 During the background check of the Candidates, the Supplier shall compile relevant public information about the Candidates. The Supplier shall not be responsible to make sure that the compilation is exhaustive or the accuracy thereof. When the Services is completed, the Supplier shall ensure that any compilations that are attributable to the Services are destroyed.
- 2.7 Costs for advertising and similar shall be agreed between the Parties. In case the Client wants additional advertising compared to what is included in the Agreement, the Client shall bear all costs for this.
- 2.8 Any alterations of the Services shall be approved in writing by both Parties. Such changes may affect the price of the Services.
- 2.9 The Supplier has the right to engage a subcontractor to carry out all or part of the Services. The Supplier shall be responsible for the subcontractor acting as an independent contractor and that the subcontractor is approved for business tax.

3 UNDERTAKINGS BY THE CLIENT

- 3.1 The Client undertakes to see to that the business of the Client is conducted in accordance with applicable laws and regulations.
- 3.2 The Services are based on the documentation and information supplied by the Client and the Supplier is not responsible for verifying the supplied documentation or information.
- 3.3 The Client shall without delay provide the documentation and information that the Supplier requests and deems necessary when performing the Services and the Client shall be available to meet the Candidates. If not observed by the Client, this can cause delays and additional costs. The Supplier shall not be responsible for such delays or additional costs.
- 3.4 Accountor 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 assigned by the Client.
- 3.5 The Client shall continuously inform the Supplier of any changes that could affect the conditions of the Services.

4 UNDERTAKINGS BY THE SUPPLIER

- 4.1 In order to perform the Services under the Agreement, the Supplier shall provide sufficient resources with the competence required, from time to time, to perform the Services. Therefore, the Supplier is responsible for providing their staff with relevant information about the Client and comprehension of the Services.
- 4.2 Accountor 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 Accountor shall be responsible for the validity of the Supplier's liability insurance during the term of the Agreement. Client satisfaction guarantee
- 4.4 If the Client is not satisfied with the person recruited under the Services, the Supplier undertakes to perform a new recruitment for the Client without extra charge. The new recruitment shall be carried out in accordance with the information and requirements provided by the Client for the initial recruitment. To be able to claim the guarantee, the Client must notify its dissatisfaction with the recruitment within three (3) months from the date when the Candidate(s) have been recruited by the Client and the dissatisfaction

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must be due to the Supplier's performance of the Services and not to other reasons such as a redundancy, the Client's own termination of the Candidate(s), merger or similar circumstances attributable to the Client.

- 4.5 The guarantee shall only be applicable when the Supplier has provided the entire recruitment process.
4.6 Accountor's liability for faults, delays and liabilities for the Services shall lapse if the guarantee is claimed by the Client.

5 PRICE, PAYMENT TERMS AND ADDITIONAL RECRUITMENT

Prices

- 5.1 The prices for the Services are stated in the Agreement as hourly prices or fixed prices. The price is excluding VAT.
5.2 The Client shall reimburse the Supplier for expenses, travel, accommodation and daily allowance incurred for the performance of the Services. The compensation shall correspond to the Supplier's actual costs.
5.3 An agreed price refers to the compensation payable to the Supplier regardless of the duration of the Services. Any compensation that is dependent on a certain, but at the time the Agreement is entered into unknown, factor is to be regarded as an agreed price.
5.4 If the Services are expanded, the Supplier has the right to adjust the price of the Services. If the Services changes significantly during the Services, this shall be considered as a cancellation of the existing Services and ordering of new services. In this case compensation shall be paid also for the additional services.
5.5 If the Client cancels the Services before it is completed and this is not due to the Supplier's breach of agreement, the Supplier is entitled to compensation for time spent as well as shut down costs. Fees or other compensation paid will not be refunded.

Payment terms

- 5.6 Payment terms to the Supplier are fifteen (15) days from the date of invoice. After the due date, default interest shall be charged in accordance with the Swedish Interest Act (1975:635) (Sw. Räntelagen).
5.7 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 have the right to terminate the Agreement with immediate effect after a reminder and a written warning has been sent. If the Agreement is terminated with immediate effect in accordance with this section, the Supplier shall be entitled to compensation for damages.

Additional recruitment

- 5.8 Should the Client within twelve (12) months from the completion of the Services recruit one or more Candidates in addition to the Candidates agreed, the Supplier shall be entitled to compensation amounting to 75 % of the compensation that would have been paid if the Candidates were to be recruited under the Agreement.

6 LIABILITY

- 6.1 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.
6.2 The liability of the Supplier 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.
6.3 The Supplier shall not be liable for faults, deficiencies and/or delays caused by technical equipment and/or software of the Client or third party.
6.4 The Supplier shall not be liable for faults in the Services caused by incorrect, or incomplete, documentation or information, provided by the Client or by a third party appointed by the Client.
6.5 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.
6.6 The Supplier's maximum liability shall be limited to the total price the Services and never exceed SEK 100 000. However, this limitation shall not apply in the event it is shown that the damage was caused intentionally or due to gross negligence by the Supplier.
6.7 Force Majeure
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.

Complaints

- 6.8 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 explicit 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.

Communication

- 6.9 Accountor 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.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Agreement does not entail that ownership or the right to use any material or intellectual property rights attributable to a Party's

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processes or other material of one Party shall be transferred to the other Party.

8 PERSONAL DATA

- 8.1 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.
- 8.2 In case the Services implies that the Client's systems, methods and/or processes are used when the Client solely sets the purposes and means for the data processing the Client is considered data controller and the Supplier is data processor.

9 CONFIDENTIALITY

- 9.1 The Parties may not disclose to any third party the business activities or operating conditions of the other Party, information concerning Party's clients and client's clients or any other information that may reasonably be deemed to constitute confidential information ("Confidential Information"). This confidentiality undertaking shall continue to apply once the Services has been completed. 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.
- 9.2 Party undertakes to ensure that any employees who take part of Confidential Information are bound by this confidentiality undertaking.
- 9.3 Each Party is entitled to disclose to third parties that they are collaborating.

10 TERMINATION

- 10.1 Each Party is entitled to terminate the Agreement in writing with immediate effect if the other Party:
 - a) commits a material breach of its undertakings according to the Agreement and doesn't rectify the breach within a reasonable time after notification of the breach;
 - b) is late with payment more than 30 days 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.
- 10.2 In the event that the Agreement is terminated, the Client shall pay any compensation, fees, expenses and any other costs to which the Supplier is entitled under the Agreement.

11 COMPLETE REGULATION

- 11.1 The Agreement and these General terms constitute the complete regulation of the conditions covered by the Agreement between the Parties. There are no statements or implied agreements, warranties or commitments between the Parties in addition to what is stated in the Agreement.

12 AMENDMENTS AND ADDITIONS

- 12.1 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 shall be informed in writing of such changes no later than thirty (30) days before the change is due to enter into force. The Client is entitled to terminate the Agreement in writing, according to the above agreed notice period, within fourteen (14) days of notice according to this section. No changes shall take effect during the notice period.

13 TRANSFER

- 13.1 The Client may not, without the Supplier's written consent, transfer the Agreement or any rights under the Agreement.

14 DISPUTES

- 14.1 The Agreement shall be governed by Swedish law.
- 14.2 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 does not exceed SEK 200,000; if the claim covers 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

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will be carried out, including relevant costs.

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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<p><i>Approved sub-processors</i></p>	<p><i>Finago AB (Procountor)</i> <i>Hogia</i> <i>Agda</i> <i>Flex lön</i> <i>Flex Res</i> <i>Flex</i> <i>HRM</i> <i>Promark</i> <i>Visma</i> <i>Nmbrs</i> <i>Tempura</i> <i>Kombrus</i> <i>Visma Net Expense</i> <i>Accountor Expense</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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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</i></p> <p><i>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>	<i>Information on Data Controller's employees board members, management, and contact persons of sub-contractors:</i> <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>