

General Terms and Conditions

Part 1 – General Provisions

1. General

Kleer Group AB, with company registration number 556830-3324 and postal address Box 90 255, 120 24 Stockholm (“hereafter Kleer”), provides in accordance with the Assignment Agreement (Uppdragsavtalet), accounting services as well as the accounting system Kleer Group and its add-on modules, also comprising cloud services that function as a holistic solution for outsourced accounting as well as account information and payment initiation services (hereafter “the Service”). The service is only available online and all services within the framework of the solution are integrated through one and the same log-in. The add-on services that the Client may have chosen are indicated in Annex 2: Price List that the Client has accepted.

KLEER GROUP is a Swedish limited company and payment institution. In the provision of the services, namely payment initiation services and account information services, KLEER GROUP is subject to the supervision of Finansinspektionen (Swedish Financial Supervisory Authority). This also appears from the Swedish Business Register on Finansinspektionen’s homepage, www.finansinspektionen.se, and can also be confirmed through contact with Finansinspektionen. Finansinspektionen has the following contact details: Box 7821, 103 97 Stockholm, Sweden. Phone +46 8 408 980 00.

Kleer’s client/customer is referred to below as the Client. Kleer and the Client are jointly referred to below as “the Parties”.

The language that is used in these General Terms and Conditions and in the contacts between the parties is Swedish, unless otherwise specifically agreed. The client accepts that all communication between the parties concerning the Services takes place online, via e-mail or other digital medium. Kleer shall, on an ongoing basis, provide information on the Services via its homepage www.peaccounting.se.

These General Terms and Conditions are published on Kleer’s homepage. The Client, during the contractual relationship, always has the right to receive the Agreement, upon request, as well as the information set out in Ch. 4 Section 10 of the Law (2010:751) on Payment Services, in a document or in some other readable and durable medium that is accessible to the Client.

These General Terms and Conditions are divided into five parts, part 1) General Provisions 2) The Accounting Services (Swedish Accounting and Payroll Consultants [SRF] General Terms and Conditions) 3) License Terms for the system service Kleer Group 4) Terms and Conditions for the payment services and account information services and 5) Personal Data Processing Agreement. The respective Parts (2 – 4) regulate only the actual service unless expressly stated otherwise.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate
info@kleer.se

2. Fees

Unless otherwise stated in the Assignment Agreement, the rule is that on an ongoing basis agreed between Kleer and the Client, Kleer's fee is calculated in accordance with the applicable price list at any time. All prices are shown exclusive of VAT. Where an agreement is reached on a fixed price, Kleer has additionally the right to compensation for expenses and costs, e.g. application and registration fees, travel expenses, subsistence and accommodation, secretarial expenses, photocopying, printouts, fax, courier, postage etc.

Additional work and overtime work which are a consequence of delayed or incomplete material delivery from the Client, non-agreed extra work as a consequence of legislative changes, order of public authority or similar shall be compensated separately and are never included in fixed prices.

Kleer has the right to adjust its prices annually. If the Client does not accept the new price then the Clients entitled to terminate the Agreement in writing, in accordance with Section 2 of the Assignment Agreement.

Kleer also has the right to adjust quoted prices in those cases where the Client's actual volumes change during the Agreement period compared with what is set out in Annex 2: Price List.

3. Confidentiality, privacy and professional secrecy

Each Party undertakes to maintain confidentiality about the other Party's business secrets as well as other confidential information that may come to the knowledge of the other Party.

The mutual obligation of confidentiality continues to apply even after the Agreement has ceased. The Parties are responsible for the confidentiality obligation being observed also by employees and subcontractors.

Professional secrecy does not apply to the information that Kleer, in accordance with this Agreement, legislation, decision of public authority, or professional obligations that arise from membership of the Swedish Accounting and Payroll Consultants (Srf konsulterna), is obliged to provide to others than the Client.

4. Subcontractors and employees

The Parties are responsible for their subcontractors and for the performance of their employees. Possible claims resulting from the performance of this Agreement should be directed against the other Party.

5. Prohibition against recruitment

The Parties undertake, and shall ensure that, they and their respective associated companies do not, during the duration of this Agreement and a period of six (6) months thereafter, either directly or indirectly, employ, hire as a consultant or facilitate anyone else hiring an employee who, during the period of this Agreement, at any point has been involved in the other Party's service delivery.

6. Liability for defects/damage

Kleer cannot, to a greater extent than what ensues from Mandatory Law, be held liable for any damage as a result of the Services being down or not functioning as intended or expected or for the information in the account information service not being correct.

Kleer is not liable for the result the Client generates through use of the Service. The Client is responsible for its own utilisation of the Service and shall indemnify Kleer in the event of any claim that a customer, user or other party presents to the Client either arising from this Agreement or arising from the termination of this Agreement.

Kleer is not liable, moreover, for any loss or damage as a result of the Client having submitted incomplete or erroneous information or instructions or for any loss attributable to late delivery of accounting material.

For other losses, Kleer's total obligation to pay compensation (liability) is limited to Three (3) Million SEK (Swedish Kronor).

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

Kleer is only liable for consequential loss (indirect loss) and financial losses where Kleer has been grossly negligent or acted with deliberate intent and thereby caused the damage or loss.

If the Client misuses the Services or is in breach of any conditions in these General Terms and Conditions, then the Client is liable to compensate Kleer for the entire loss that has arisen as a consequence thereof.

7. Complaints and Claims

Following any complaint or claim, Kleer shall be given reasonable time to rectify the fault or shortcoming. The Client's right to damages or other redress is forfeited if the complaint or claim is not made within a reasonable time or where Kleer has rectified the fault.

8. Contractual amendments, contract period and termination

Termination of the Agreement or other notifications that are of significance for the Parties in relation to this Agreement shall be in written form.

The Agreement period runs until further notice (indefinitely). Either party can terminate the Agreement in writing with one (1) month's period of notice. Fees already paid are not refunded.

Kleer has the right, at any time, to shut down the Client as a user of the Services, and to discontinue the provision of the Services, if Kleer has reason to suspect that the Client is in breach of the conditions in these General Terms and Conditions, is misusing the Services, acting in contravention of the law or through other procedures is using the Services in a way that may damage Kleer or a third party.

9. Termination of the Agreement

Upon termination of the Agreement the Client's right to utilise the Service ceases.

10. Force majeure

If either Party is prevented from fulfilling its contractual obligations through events outside that Party's control (*force majeure*), such as strike, work blockade, labour conflict, pandemic, fire or other accident, natural catastrophe and interruptions of telecoms or electricity distribution, the Parties shall be released from their obligations under this Agreement to the extent that they have been affected by the event in question.

The respective Party shall immediately inform the other party when *force majeure* both arises and no longer applies.

Kleer's liability, moreover, does not arise under the Agreement where Kleer acts in accordance with Swedish law or EU law.

11. Assignment of the Agreement

Kleer is entitled to assign its rights and obligations, in accordance with the Assignment Agreement, to a company within the same group. Such an assignment can only occur at the earliest, subject to the time frames in Part 12 relating to amendments of the Terms and Conditions.

Kleer is entitled to hire subcontractors for the fulfilment of its obligations.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

12. Amendments to the Terms and Conditions

Kleer has the right to amend the General Terms and Conditions during the contract period. Onerous terms shall be notified to the Client 30 days in advance. The Client has the right to terminate the Agreement if the Client does not accept the terms. Other contractual changes may take place through notification on Kleer's homepage. If the Client does not cancel the Agreement within this period then the Client is considered to have accepted the amendment to the terms and conditions.

13. Order of preference

In the event of any conflict or inconsistency between these terms and conditions in respect of the protection of personal data, the Personal Data Processing Agreement takes precedence over other provisions. In case of other contradictions which are not directly attributable to the protection of personal data, the following order of interpretation applies unless expressly agreed;

- The Assignment Agreement
- These General Terms and Conditions according to which Part 1 applies in the future over Part 2, which applies in the future over Part 3, which applies in the future over Part 4.
- Quotation

14. Complaints and dispute resolution

The Client who is dissatisfied with Kleer's handling of the Services can submit complaints and possible claims via email info@accounting.pe (enter "Complaint" in the subject field), or by phone +46 8 400 260 40, or by post: Kleer Group AB, Att: Klagomålsansvarige, Box 90255, 120 24 Stockholm, Sweden.

Any dispute between the Parties should in the first instance be resolved through negotiation and secondly by a general court at the place where Kleer has its registered office.

15. Change in the services

Kleer has the right, without prior information, to implement updates and new versions of the Services to the extent tape considers appropriate. Kleer also has the right, without prior information, to implement changes in the Services or the manner in which the Services are provided.

16. Part 2 – The Accounting Services

Swedish Accounting and Payroll Consultants (SRF) general terms and conditions (330.7 –2019.1)

17. Services

Kleer's task is to carry out the services stipulated in a separately drawn up Assignment Agreement, hereafter called the Services. The Assignment Agreement may be extended or changed in scope on an ongoing basis. If such occurs then these General Terms and Conditions also applies to these Services.

Kleer shall carry out the Services in accordance with Rex – Swedish standard for accounting assignments. This means that the work shall be carried out carefully and professionally and in accordance with applicable laws, recommendations and established ethical rules (code of conduct).

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

18. Material deliveries

The data and material that Kleer requires in order to fulfil its commitments shall be delivered to Kleer in sufficient time for Kleer to be able to carry out its Services within normal working hours and in compliance with applicable deadlines.

Unless otherwise agreed, the material shall be delivered tope as follows:

- Accounting material 10 days at the latest after the end of the month that the accounting relates to;
- Material for calculation and administration of salaries/payrolls at least 10 days before authorisation and payment date;
- Financial statement material 30 days at the latest after the end of the accounting period;
- Tax return and taxation material 30 days at the latest after the end of the tax year.

The Client shall carry out its part of the working relationship thoroughly in accordance with recommendations, terms of contract and Kleer's instructions. All business transactions and relevant verifications must have valid documentation and if the Client itself shall label/mark these for coding purposes then this shall be clearly set out in the Assignment Agreement and be carried out in accordance with Kleer's instructions. Information or disclosures that may affect the interim financial report, the annual financial statement, the annual accounts and taxation but are not clearly set out in the accounting material must be provided to Kleer with immediate effect.

19. Responsibilities of the Parties

The Client is

- responsible for the company's accounting and the reports that are based on this;
- responsible for taxes and duties being reported and paid in the statutory manner;
- responsible for the permits etc required for the business activity one is carrying out;
- obliged to ensure that the accounting material reflects the actual business transactions and also that it is duly collected and stored;
- responsible for ensuring that the information and instructions/recommendations that are submitted are correct and do not contravene applicable laws

Kleer shall:

- make available its Services and its competence to the Client in accordance with the Agreement entered into;
- carry out the task in accordance with the laws and other rules and regulations that apply during the contract period;
- when and if faults are discovered in the accounting material or in other information of importance to the Client notify the Client about this;
- assume responsibility for the Client's loss that is caused by Kleer's breach of the contract, defects in the Service or negligence

Kleer is responsible only for its own operations. Kleer is not liable for any damages as a consequence of the Client having provided incomplete or incorrect information or instructions. Nor is Kleer responsible for the Client's use of Kleer's reporting, or for the company management's commercial decisions. Furthermore, Kleer is not liable for loss of the Client's production, loss of profit or any other indirect damages or consequential loss. Nor is Kleer responsible for the consequences of amendment of laws and other rules and regulations.

The Parties shall use commercially reasonable methods for virus control and confidentiality when information is sent electronically. The Parties accept these risks and approve electronic communication between the two of them.

20. Quality monitoring of the authorisation

Authorised Accounting Consultants undergo quality monitoring at least every sixth year.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

Quality monitoring is carried out by the Swedish Accounting and Payroll Consultants [SRF], with the purpose of ensuring that the work is carried out in accordance with Rex - Swedish Standard for accounting services.

The services that are carried out for the Client may become the object of quality monitoring that is carried out in respect of the Authorised Accounting Consultant. All those taking part in the quality monitoring are bound by professional secrecy.

21. Handling of personal data

Kleer is responsible for personal data being handled in accordance with applicable legislation and the Personal Data Processing Agreement.

22. Kleer's liability insurance

Kleer shall, at all times, and at its own expense, hold the relevant liability insurance for the work.

Should a claim event occur then the Client shall notify Kleer in writing about this and make the necessary information available to the insurance company so that the nature and scope of the claim can be assessed.

23. Right to immediately cancel the Agreement

Kleer has the right to cancel the Assignment Agreement with immediate effect if

- The Client's payments are more than 30 days late,
- The Client, on repeated occasions, has failed to deliver material and information or data in time or in some other way fails to contribute to the Service being able to be implemented as stipulated;
- The Client, in some other way, infringes the concluded Agreement, laws, accounting recommendations and public authority instructions and the Client has failed to correct the defect or fault identified within 10 days of notification by Kleer;
- The Client treats Kleer's employees in an unethical or offensive manner.
- The Client is declared bankrupt or for some other reason is not able to pay its debts. The Client has the right to immediately cancel the Agreement if
- The Client is in breach of the Agreement and fails to adopt measures to rectify the breach of contract within a reasonable time.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

Part 3 –License Terms and Conditions for the system service Kleer Group

24. General

The Service is delivered when the Client's user licenses have been activated by Kleer. The configuration, integration or other adjustments of the Service are not included in the license cost, but may be provided subject to separate agreement. The Client is responsible for information concerning user identity (User ID) and passwords being stored in a safe way.

Kleer provides user support for the Service via email (hjalp@accounting.pe) or phone (08-400 260 40), all banking days between 8:00 and 17:00 h., with lunch break 11.30-12.30, unless other hours have been stipulated.

25. Access rights

Kleer makes available to the Client, through this Agreement, a non-exclusive and non-transferable license to use the Service in accordance with these terms and conditions. The Service is delivered through a web solution as well as through reference to a downloadable application that is installed by the Client.

The Client may not, either wholly or partly, copy, change or edit the Service. Moreover, the Client may not loan out, lease or in some other way make the Service available for a third party.

The Client is agreed that the Client may not attempt, through e.g. reverse engineering, decompiling or similar procedure, to get access to the source code for the Service.

26. Rights to the Service

The Client accepts that the ownership and copyright and other intellectual property rights to the Service, the documentation and other material belong to Kleer or *third* party and the right in no way transfer to the Client through this Agreement.

27. Product updates

Kleer implements ongoing product updates. Changes in functionality or integration are notified with one week's notice either by email or by letter. Simpler alterations such as changing the interface are notified in the system.

The Client is responsible for maintaining compatibility with hardware, operating system, adaptations and other software.

In the event of major changes affecting APIs, Kleer communicates via email at least 30 days before the change is implemented in the system.

28. Service availability

The Service is provided with a guaranteed availability of at least 99 % uninterrupted operation, which is added up on a monthly basis. Planned operating interruptions (in case of service and maintenance) or faults outside Kleer's control shall, however, not be included in the calculation of service availability. Planned operating interruptions are announced 48 hours in advance. Operating interruptions that fall short of five minutes are announced at least fifteen minutes in advance.

Where availability falls short of 99 % during one month, the Client has the right to request one-thirtieth (1/30th) discount per percentage unit that the availability falls short of 99 % during the month in question.

29. Guarantee and limitation of liability

Kleer guarantees that the Service substantially fulfils the program specification or other product material, but not that it is wholly free from software faults (programfel). The Client accepts that such freedom from software faults cannot be guaranteed.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

Part4 – Terms and conditions for the Payment and Account Information services

30. The Account Information Service

The account information service comprises a sub-function of the service Kleer Group that enables Kleer to collect financial information in respect of the Client in order, on behalf of the Client, to be able to carry out bookkeeping and accounting. A precondition for the Account Information service being able to be carried out is that the Client's accounts affected are available online.

The account information service implies, moreover, that Kleer with the Client's express consent and approval – that the Client grants through accepting the terms and conditions of this Agreement – obtains information on the Client's specified payment accounts, transactions on these accounts and other financial information. Such information may include the Client's company registration number/Swedish ID number, account number, contact information, revenue and expenditure, payers and payees, open credits/overdrafts, loans and other transactions.

The account information service is activated through the Client – in conjunction with an Agreement on the service Kleer Group being entered into with Kleer – signing an integration service with the banks /payment service providers concerned. Hereby, it is possible for the Client's bank/payment service provider (PSP) to regularly send files with transaction details to Kleer that Kleer can then use for accounting and reconciliation of the Client's accounts.

The account information relating to all the accounts held by the Client is obtained regularly to enable the Client's accounting to be updated in as near real time as possible. The time for the acquisition of account information varies, based on the time required for identification in respect of the Client's bank/PSP and the amount of information to be collected.

31. Payment Initiation Service

The payment initiation service implies that the Client requests initiation of a payment order, i.e. orders payment, from one of the Client's current accounts, at a bank or other payment service provider, to another account. The Client may use the payment initiation service to pay, for example, for an ordered product or service.

The Client uses the payment initiation service through submitting such information that, according to Kleer's directions in the user interface, is required for performance of the payment initiation. The Client shall thereby, for example, indicate which of the Client's accounts the payment shall be initiated from, the account for reception of the payment, the beneficiary of the payment (payee), which bank/PSP the Client wishes to initiate the payment order from and the authorisation details required to enable the payment initiation. When the relevant information has been submitted in accordance with Kleer's directions, the Client is also deemed to have granted its express approval of, and consent to, the payment initiation and the carrying out of the relevant payment transaction. Kleer then performs the payment initiation service through forwarding the Client's information and request for payment initiation to the Client's bank/PSP.

Kleer subsequently receives information from the bank/PSP as to whether the payment has been initiated or rejected. Kleer then gets back to the Client with a summarised report of the information that Kleer has received from the bank /payment service provider. Once this has taken place, Kleer's payment initiation service is considered to be delivered and finalised.

If the Client has approved the payment initiation during a banking day, this means that the initiation has been received by Kleer and approved by the Client on that day. In the event that the Client has approved the payment initiation during a day which is not a banking day, it is considered to be received by Kleer and approved by the Client the next subsequent banking day. For both situations it is the case that the Client is unable to recall an initiation of a payment once it is approved by the Client. In the case of a direct debit (Sw. *Autogiro*) the Client may, however, despite what has been just mentioned above, and without it affecting the right to repayment, cancel or revoke the payment order by the end of the banking day, at the latest, which precedes the date agreed for debiting of funds.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

The Client is responsible for ensuring that the information that the Client submits for the performance of the payment initiation is correct, meaning that it is up to the Client to check that information on payee account, reference, and amount are correctly indicated.

The Client is responsible for ensuring that this is covered in the current payment account.

If the Client has approved a payment initiation in accordance with these General Terms and Conditions, then Kleer is responsible for performing the initiation i.e. for ensuring that the Client's payment order is sent to the Client's bank/PSP. If the payment initiation cannot be carried out Kleer will notify the Client to this effect. The implementation of the payment is made by the Client's bank/PSP. The date of implementation of the payment thus depends on the execution time of the bank/PSP concerned.

32. Client's use of the Services etc.

The Client is responsible for and guarantees that:

- Such information that the Client submits to Kleer in response to these General Terms and Conditions does not infringe anyone else's rights or otherwise contravene the law or the rights of others.
- The Client is entitled to have access rights to credentials in relation to the Services and, moreover, has obtained the necessary approvals/authorisation to the extent required to have the right to use the Services and for Kleer to have the right to provide the Services to the Client.
- The Client maintains its log-in details and personal security credentials protected from unauthorised access.
- The Client maintains its technical equipment protected from unauthorised utilisation, for example with phone lock code, or own mobile biometric authorisation (such as fingerprint reader).
- The Client, in the event of suspicion or knowledge of unauthorised use of the Services or of the Client's technical equipment, shall inform Kleer to this effect at the earliest opportunity.

33. Technical requirements

Use of the Services presupposes that the Client has the possibility of identifying itself through BankID (ID system in Sweden used by banks and govt. agencies). It is the Client's responsibility as user to procure, hold and maintain all necessary equipment needed to enable use of the Services e.g. mobile phone, smartphone, tablet or other mobile unit, computer, software, email address, Internet subscription, mobile subscription, SMS function as well as other possible equipment. Kleer is not responsible for any fault in the Services caused by the Client not having had the correct equipment, software, hardware and/or Internet capacity.

Kleer retains the right to change the technical requirements.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

34. Security risks

In the case of suspected security risks, or if Kleer suspects that an initiated payment is unauthorised, Kleer has the right, at any time, to block the Client's access to the Services. In such a case, Kleer has the right to inform the Client on what has occurred in the manner that Kleer finds appropriate.

Kleer may, in such a case, ask if the Client has carried out a certain transaction or the like. Kleer, however, never demands information on personal codes, log-in details or similar.

Part5-Personal Data Processing Agreement

35. Personal data

Data that is sent to the Client is encrypted and information is backed up daily.

Kleer does not divulge the Client's personal data to unauthorised third parties, except in the case of obligations under law, public authority decision or court order.

The Client owns, and is responsible for, all personal data as well as other information that the Client allows to be stored at Kleer. Kleer has no rights to the Client's personal data through these Terms and Conditions. Should the Service cease through either Party terminating the Service or, for some other reason, it is no longer available to the Client, Kleer shall, for the customary hourly fee, assist the Client with the transfer of the Client's personal data to the location designated by the Client.

The Client is responsible for personal data (Data Controller) according to Art. 4, General Data Protection Regulation (EU 2016/679), "GDPR" or "Applicable law", whereas Kleer is Data Processor for the Client. The Client is thereby responsible for the handling of personal data on use of the Service. Kleer undertakes to handle such personal data in accordance with these General Terms and Conditions.

The definitions that are found in Applicable Law and that recur in this Personal Data Processing Agreement have the same meaning even if they do not start with capital letters in this Personal Data Processing Agreement, for example "registered", "personal data", "handling", "third country" etc.

Kleer is referred to hereafter as the Data Processor and the Client as the Data Controller.

36. Purpose of the processing

The purpose of the handling of personal data is to provide the Service to the Data Controller in accordance with the Agreement ("Purpose"), see also the instructions in Annex A.

The Data Processor may only handle the Data Controller's personal data for the Purpose and to the extent it is necessary to fulfil the Data Processor's obligations according to this Personal Data Processing Agreement as well as the Agreement as such including Annexes.

The type of personal data, the categories of those registered whose personal data will be handled as well as the duration of the handling process are evident from the instructions in Annex A.

The categories of personal data that will be handled are evident from the instructions in Annex A.

37. The Data Controller's undertakings

The Data Controller hereby undertakes to:

- Ensure that there is legal basis for the processing that the Data Processor shall carry out,
- Ensure that personal data covered by the Data Processor's processing is corrected, deleted or updated in the system on an ongoing basis so that they are correct,
- Document and inform concerning the categories of those registered as well as categories of personal data that, in addition to what is described in this agreement, will be handled,

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

- Where necessary, issue documented instructions to the Data Processor relating to the Data Processor's personal data processing.

38. The Data Processor's undertakings

The Data Processor hereby undertakes to:

- Only process personal data in accordance with Applicable Law, this Personal Data Processing Agreement and documented instructions from the Data Controller including where the transfer of personal data to a third country is concerned,
- Personal data that is processed on behalf of the Data Controller shall be treated confidentially. Employees who have access to the personal data that is processed on behalf of the Data Controller have received training and instructions concerning processing and handling of personal data that they are bound to follow. Employees shall observe confidentiality or be covered by an appropriate statutory obligation of confidentiality. The Data Processor or its employees may however, where they are obliged according to applicable legislation, or it is necessary for the fulfilment of the Agreement or this Personal Data Processing Agreement, disclose the relevant Personal Data.
- Adopt suitable technical and organisational measures to ensure a security level appropriate in relation to the risk, in accordance with what is required under Article 32 of the Data Protection Regulation (Dataskyddsförordningen),
- Taking into account the nature of the processing, to assist the Data Controller through suitable technical and organisational measures, to the degree that this is possible, so that the Data Controller can fulfil its obligation to respond to requests concerning exercise of the rights of the person registered according to Applicable Law,
- Adopt necessary measures to assist, and shall immediately notify the Data Controller, regarding unintentional or unauthorised access to Personal Data as well as every other personal data incident, however within 72 hours at the latest after knowledge of such an incident. Taking into account the type of data processing involved and the information that the Data Processor has available, the relevant Notification shall:
 - describe the nature and the categories of the personal data incident and approximate number of those registered individuals concerned as well as the categories of and the approximate scale of personal data the incident relates to;
 - communicate the name and contact details to the Data Processor's data protection representative or other contact points where more information can be obtained;
 - describe the probable consequences of the personal data incident;
 - describe the measures adopted by the Data Processor, or those it is proposed to adopt, to handle the personal data incident, including where appropriate, steps to limit its potential negative effects.
- The Data Processor shall adopt necessary measures to assist the Data Controller in its obligation to inform registered person/s about personal data incidents, according to Article 34 of the Data Protection Regulation. However, the Data Processor should not contact the registered person/s directly with such information.
- Give the Data Controller access to all information required to show that the obligations stipulated in this Data Processing Agreement have been fulfilled and also to enable and contribute to audits/reviews, including inspections, carried out by the Data Controller or by another third party authorised by the Data Controller. Unless otherwise provided by law, the Data Processor shall be given reasonable time to compile information and for an inspection to take place during normal working hours, and the Data Controller shall notify the Data Processor at least 48 hours beforehand.
- Ensure that any transfer of personal data to a third country takes place in accordance with Applicable Law which, for example, means that:
 - Personal data may not be transferred to a place outside EU/EES nor is it permitted for anyone to have access to personal data from such a place (outside EU/EES) without the Data Controller's written permission in advance, unless such a right is expressly stated in the Agreement.
 - On processing of personal data outside EU/EES, the Data Processor and/or the Sub-Processor who processes personal data outside EU/EES shall always fulfil applicable requirements under Data Protection Regulations for such transfer and processing outside

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

EU/EES, e.g. through using E.U.'s Standard Contractual Clauses (SCC) in combination with further adequate security measures, such as encryption.

- Keeping the Data Controller informed, on an ongoing basis, concerning such grounds for a transfer and to the extent that an adequate protection level is not considered guaranteed for a transfer to a third country, or the transfer according to the Data Processor or in the Data Controller's opinion can no longer be deemed permitted according to Applicable Law to immediately cease with such a transfer.

i. Inform the Data Controller if it is considered that this Personal Data Processing Agreement or the documented instructions contravenes Applicable Law.

j. Ensure that only such personnel/employees who need direct access to Personal Data to fulfil the Data Processor's undertakings under the Personal Data Processing Agreement shall have access to such information. The Data Processor shall ensure that such personnel are obliged to process Personal Data with confidentiality in the same way as the Data Processor is in accordance with this Personal Data Processing Agreement and they are informed about how they must process Personal Data.

k. At the request of the Data Controller, assist this in the fulfilment of its obligations according to Articles 35 – 36, where the Data Processor's handling of personal data through utilisation of new technology and having regard to its nature, scope, context and purpose, is probably leading to a high risk for the rights of physical persons and freedoms.

39. Subcontractors and third country

The Data Processor may hire subcontractors as sub-processors, on condition that the Data Processor enters into a binding written personal data processing agreement with such subcontractors which means that subcontractors at least must fulfil the obligations and observe the limitations relating to personal data processing and audits/reviews that applies to the Data Processor in accordance with this Personal Data Processing Agreement.

The Data Processor is responsible to the Data Controller for the performance of the subcontractor's obligations.

If the Data Processor wishes to hire a new subcontractor as sub-processor the Data Processor shall inform the Data Controller of this beforehand. The Data Controller has the right to object to changes in hired sub-processors.

The Data Processor may transfer Personal Data to a third country on condition that the Data Processor ensures that there are appropriate security measures in place according to applicable personal data legislation such as standardised data protection regulations such as those adopted by the EU Commission. The Data Processor shall inform Data Controllers about transfer to third countries, those protective measures that are adopted as well as if personal data is transferred to a new third country. The Data Controller has the right to object to such a transfer.

If the Data Controller objects to a transfer to subcontractors or to a third country as above, then such an objection shall be made within 14 days from the time that the Data Controller was informed of such a transfer. Where such an objection occurs then the Data Controller is agreed and accepts that the Data Processor's possibilities of delivering the Service may be limited or rendered impossible. In such a case the Data Processor is under no obligation to provide the Service.

On entering into this Personal Data Processing Agreement, the Data Processor hires the sub-processors and transfers Personal Data to a third country as set out on the website <http://www.peaccounting.se/gdpr>.

The Data Controller confirms that it has studied the information that is shown on the website above and, moreover, it approves the Data Processor hiring the sub-processors and transferring personal data to the third countries shown on the website on entering into this Personal Data Processing Agreement.

40. Payment

The Data Processor is entitled to fair compensation for the work, and full compensation for expenses, in connection with such work as is foreseen in section 38 relating to the return of personal data (after end of the contractual period). Payment for section 38– (k) is only made if the Data Controller requests work that the Data Processor considers to be over and above the work

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

required to fulfil its obligations according to Applicable Law. The Data Processor undertakes to report the expenses/costs and also how the calculation of the compensation has taken place.

41. Disclosure of personal data and information

If a request from a registered party, regulatory authority or other third party is made to the Data Processor to be able to access the data that the Data Processor handles on behalf of the Data Controller then the Data Processor, without delay, shall forward the request to the Data Controller. The Data Processor, or whoever works under the management of the Data Processor, may not disclose Personal Data or other information on the processing of Personal Data without expressly documented instruction on this from the Data Controller except where such obligation exists according to Applicable Law. In the case where the Data Processor, according to Applicable Law, is obliged to disclose Personal Data, the Data Processor shall take all measures to request confidentiality in connection with the requested information being disclosed and also inform the Data Controller immediately concerning this, to the extent that the Data Processor is not prevented from doing this under Applicable Law.

42. Contact with regulatory authority

The Data Processor shall inform the Data Controller about any contacts from the regulatory authority that affect the processing of Personal Data on behalf of the Data Controller. The Data Processor is not entitled to represent the Data Controller or to act on behalf of the Data Controller in respect of the regulatory authority.

43. Term of Agreement and Termination

This Personal Data Processing Agreement applies from the date when authorised representatives for both the Data Controller and Data Processor have signed the Agreement. This Personal Data Processing Agreement applies as long as the Data Processor processes personal data on behalf of the Data Controller. If the Agreement or its Annexes that mean that the Data Processor handles personal data on behalf of the Data Controller ceases and a new such Agreement is reached without a new Personal Data Processing Agreement being entered into, then this Data Processing Agreement applies also to the new Agreement. This Personal Data Processing Agreement can only be terminated on the terms and conditions specified in the Agreement/s that instruct the Data Processor to handle personal data on behalf of the Data Controller.

On notice of termination of the Personal Data Processing Agreement, the Data Processor shall arrange for all accounting material, according to the Data Controller's instructions and in a secure manner, to be given back to the Data Controller (or to a third party designated by the same). The Data Processor retains the Data Controller's accounting materials and associated data in the Data Processor's system for 36 months after termination of the Agreement, in order, for a reasonable fee, to be helpful in various operations which demand good traceability such as due diligence, establishment of data rooms, project history, tax audits etc. In other respects the processing ceases in accordance with the time specifications under Section 38.

When this Personal Data Processing Agreement ceases to be valid the Data Processor shall, at the request of the Data Controller and according to this party's choice, hand back or permanently delete all personal data handled under the Personal Data Processing Agreement after the time period in section 43 has expired, unless the Data Processor according to law or by order of public authority or court, is obliged to save a copy of the personal data.

On termination of the Agreement, the Data Controller shall instruct in writing the Data Processor concerning the Personal Data which the Data Processor has processed on behalf of the Data Controller, within the framework of this Personal Data Processing Agreement, and whether these (i) shall be handed back to the Data Controller or (ii) irrevocably deleted. Where the Data Controller fails to hand (send) in such an instruction within the period when the Data Processor preserves the data, according to section 43 above, the Data Processor shall irrevocably delete the Personal Data without unnecessary delay.

44. Liability

The Data Processor is liable for damage or loss that the Data Controller is caused through incorrect processing in contravention of what is stated in this Personal Data Protection Agreement or the Data Protection Regulation that the Data Processor, according to ruling or supervisory decision, is obliged to compensate. The Data Controller has to notify the Data Processor as soon as such

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

damage/loss arises or when the Data Controller becomes aware of such a claim for damages. The Data Processor's liability for damages is however limited to the amount indicated in the Agreement.

The Data Processor, in its capacity of data processor, handles personal data as received from the Data Controller and has no liability for possible consequences from the personal data received being shown to be incorrect/faulty. The Data Controller, moreover, is liable for the personal data being collected and that those registered have obtained information according to Applicable Law and that there is a legal basis for the processing.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se

Annex A - Instructions for handling of personal data

In addition to what is set out in the Contract, the Data Processor undertakes to handle personal data in accordance with the following instructions.

45. Categories of persons affected by the data processing

The categories of registered users whose personal data the Data Processor shall handle are :

- (a) The Data Controller's users
- (b) The Data Controller's employees
- (c) Persons at third parties who figure in bookkeeping data, or in some other way, and are referred to in relation to the Data Controller's financial affairs and administration and who are necessary to supply the Service.

46. Personal data

The categories of personal data that the Data Processor shall handle include all possible personal information occurring in data that relate to the Data Controller's financial affairs and administration that are required to supply the Service. This includes the following personal data:

- (a) Data on users, including email address or Swedish ID number in case of log-in with BankID, as well as the possible name of the registered user being handled to enable access to the Kleer System and thereby to fulfil the Contract. These data items are automatically deleted from the Kleer System after 24 months of inactivity for the user account. The Data Controller can, however, also delete the information at any time whatsoever.
- (b) Information concerning employment such as date of commencement, salary statements, holiday entitlement, work schedule, car benefit and related information are handled in order to calculate and pay salary, compile salary and tax statements as well as related administration for the Data Controller and the registered user. The information is deleted three years at the latest after the employment has ceased.
- (c) Contact details for persons at third parties including name, email address, phone number and role are handled where they are required for supplying the Service. The Data Controller ensures that the list is updated on an ongoing basis. The list is deleted automatically in connection with the termination of the Contract at which time the Data Controller's accounts are deleted.
- (d) Personal details in bookkeeping data and documentation, e.g. payslips, receipts for company representation duties or contact details on customer and supplier invoices are handled in accordance with the Swedish Bookkeeping Act for at least 7 years after the calendar year when the accounting (financial) year concluded. They are deleted thereafter on request of the Data Controller or 36 months after the termination of the Contract.
- (e) Development environment (also called "Testbolag") which is created for the Data Controller on development of technical integrations in respect of Kleer and may, depending on the intention of the integration, include personal data as per 46(a) – (d). Such data is deleted on request of the Data Controller or after the termination of the Contract.
- (f) System logs, backups and transactions at sub-processors, which may include personal data categories 46(a) – (d), are saved for up to 24 months in order to be able to identify faults in the Data Processor's system or in order to reset the system after serious operating interruptions or defects.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate
info@kleer.se

(g) Electronic communication in the form of email messages or cases that are registered in the Data Processor's support or communication system are saved for 12 months after the ending of the case, or for so long as we consider there is interest in feedback to the registered case. The Data Controller is requested to apply pseudonymisation to information on third parties.

(h) Email messages that are sent to individual employees at the Data Processor often include bookkeeping instructions or other instructions for delivery of the Service and are saved, as a rule, for 8 years. The Data Controller is requested to apply pseudonymisation to information on third parties.

47. Purpose

The Data Processor may only handle the Data Controller's personal data in order to supply the Service and only to the extent that it is necessary to fulfil the Data Processor's obligations in accordance with this Data Processing Agreement and the Contract.

Postal address

Kleer Group AB
Box 90 255, 120 24 Stockholm

Visiting addresses:

Fleminggatan 14, 112 26 Stockholm
Kungsgatan 20, 41119 Göteborg
Stora Varvsgatan 6A, 21119 Malmö

Reg. No: 556830-3324
Holder of F-tax certificate

info@kleer.se