

## Appendix 1

### General Terms and Conditions for the IA companies occupational health and safety information system

#### 1 GENERAL

- 1.1 These general terms and conditions (the “**General Terms & Conditions**”) apply to the User Company’s (as defined below) access to the IA companies occupational health and safety information system (the “**IA System**”) provided by Afa Försäkring tjänstepensionsaktiefbolag business reg. no. 502033-0642 (the “**Supplier**”) as well as additional services that the Supplier may from time to time provide the User Company. The term “**User Company**” means the companies and/or organisations specified in the Access Agreement (in accordance with Clause 1.2) or who join after the Access Agreement has been entered into (in accordance with Clause 1.3).
- 1.2 In order to access the IA System, the User Company must sign an access agreement and forward it to the Supplier. In addition to the access agreement itself, the access agreement also includes a number of appendices, of which these General Terms & Conditions constitute Appendix 1. A Data Processor Agreement (Appendix 2), a Security Appendix (Appendix 3) and, provided the User Company is a Swedish company or organisation, an Information Dissemination Appendix (Appendix 4) are also included. The access agreement and its appendices are hereinafter collectively referred to as the “**Access Agreement**”. By signing the Access Agreement, the User Company undertakes to comply with the Access Agreement, and shall ensure that, wherever applicable, it is complied with by the User Company’s employees.
- 1.3 Once the Access Agreement has been entered into, additional companies that (i) are part of the User Company’s group of companies, (ii) have a similar form of association of enterprises with the User Company, or (iii) are a foreign subsidiary of the User Company (“**Affiliated Companies**”), can be given access to the IA System by way of the User Company notifying the Supplier (such notification is made via the form available on the Supplier’s website at any given time). Affiliated Companies shall, through such notification, be deemed to have entered into this Access Agreement with the Supplier, and the User Company is obliged to ensure that it is authorised to enter into the Access Agreement on behalf of the Affiliated Company in question. Affiliated Companies that join the Access Agreement are hereinafter also referred to as the “User Company”.
- 1.4 Unless otherwise expressly stated in the General Terms & Conditions, a prerequisite for an individual User Company having the right to enter into the Access Agreement is that the User Company holds a valid occupational injury insurance policy (either TFA or TFA-KL). The Supplier has the right to refuse to enter into an Access Agreement with any User Company that does not hold such occupational injury insurance. Special exceptions may apply following special approval from the Supplier, as well as for governmental or municipal organisations, which may be announced by the Supplier from time to time.

- 1.5 Certain special terms and conditions apply in the event that an Affiliated Company is a company or organisation that is not registered in Sweden; see *inter alia* Clause 6.5 and Chapter 7.

## **2 DESCRIPTION OF THE IA SYSTEM**

- 2.1 The aim of the IA System is to provide support for dealing with occupational injuries and systematic work environment management to companies and organisations that sign an access agreement for the IA System with the Supplier, including the User Company (collectively referred to as “**Connected Companies**”), in various industries with the aim of reducing the number of occupational injuries. The IA System is under continuous development in close cooperation with Connected Companies, with the aim of creating a system that works effectively and efficiently for the Connected Companies.
- 2.2 The IA System gives Connected Companies, *inter alia*, the capability to case manage deviations, to link the managers responsible to deviations at unit level and to inform safety officers about incidents that have occurred. The IA System also enables employees at a Connected Company to report incidents and to then follow up on their own reporting. Risk assessment, investigation, action and follow-up modules are provided as a support tool for the work of continuously reducing the risks in a business enterprise. The IA System also supports proactive systematic work environment management through modules in order to deal, for example, with safety inspections and risk analyses.
- 2.3 Information about de-identified work environment incidents, their investigation, actions and follow-up attributable to Connected Companies, is made available by the Supplier in the IA System to other Connected Companies within the same industry in order to give Connected Companies additional information for their systematic work environment management. The type of information shared with Connected Companies is described in detail in [Appendix 4](#). Connected Companies as well as employees and safety officers at the Connected Companies can also use the IA System to report occupational injuries to the Supplier. Connected companies can also report occupational injuries to the Swedish Work Environment Authority (SWE: *Arbetsmiljöverket*) and the Swedish Social Insurance Agency (SWE: *Försäkringskassan*).

## **3 PROVISION OF THE IA SYSTEM**

- 3.1 Once the Access Agreement is entered into, the relevant User Company will be assigned a main administrator account for its set up of the IA System. The User Company’s main administrator can then create user accounts in the IA System for the User Company’s employees (“**User Accounts**”). The main administrator also has the right to assign user accounts to persons who are not employed by the User Company, provided the person in question holds a power of attorney from the User Company to represent the User Company as an administrator.
- 3.2 The main administrator may not assign User Accounts for the IA System to more persons than is necessary for the User Company to use the IA System effectively. The main administrator must update assigned User Accounts in the event of personnel changes and when a person no longer needs a User Account. The Supplier has the right to limit the number of active User

Accounts a User Company has if it appears that the User Company has abused its right to activate, or administer, User Accounts.

- 3.3 Individuals with User Accounts can access the IA System both via a web interface and a mobile app (the IA app).
- 3.4 The Supplier has the right to temporarily or permanently shut down the User Company's, or individual User Account's, access to the IA System if the User Company breaches the Access Agreement or otherwise handles the IA System contrary to its purpose. The Supplier also has the right to temporarily suspend the User Company's access to the IA System if the Supplier considers that the User Company's use of, or access to, the IA System causes or risks causing system errors in or security risks to the IA System or negative impact to other Connected Companies' access to the IA System.
- 3.5 The Supplier reserves the right to update and make changes to the IA System at any time and without prior notice, in order to develop, change and improve the IA System's functionality.

#### **4 AVAILABILITY AND SUPPORT**

- 4.1 The Supplier strives for the IA System to be available 24 hours a day, 7 days a week. However, disruptions may occur and from time to time the IA System or certain functions may be unavailable. The Supplier therefore makes no guarantees regarding access to the IA System or its availability, and the IA System is provided as is.
- 4.2 The Supplier has the right to temporarily shut down the IA System for maintenance, updates etc. The User Company will be notified of scheduled downtime through information published about such interruptions on the IA System in advance.
- 4.3 Main administrators can contact the Supplier for support regarding the IA System via [iasupport@afaforsakring.se](mailto:iasupport@afaforsakring.se). The Supplier strives to respond to requests for support via e-mail within 24 hours on the nearest working day. The User Company is responsible for providing its own internal support, e.g. regarding access to User Accounts, organisational information and how the IA System is to be utilised within the User Company.

#### **5 OBLIGATIONS OF USER COMPANIES AND USERS**

- 5.1 The User Company is responsible for ensuring that the information uploaded in the IA System is correct and that applicable laws are followed when using the System. The User Company is also responsible for not uploading harmful data onto the IA System, e.g. a virus or similar data that can damage the Supplier's, or other Connected Companies', software, hardware or telecommunications equipment.
- 5.2 The User Company is responsible for ensuring that the User Company's main administrator and those persons assigned User Accounts for the IA System use the System in accordance with the provisions of the Access Agreement. The User Company undertakes to explain the content of the Access Agreement to those users assigned User Accounts and main administrator authority as well as to inform each user of:
  - (a) the user's responsibility to protect their personal login details to the IA System; and

- (b) the harm that may arise if personal login details are handled in a negligent manner.
- 5.3 The User Company is responsible for ensuring that the Supplier has correct contact details for the User Company's designated main administrator.
- 5.4 The User Company is obliged to continuously log incidents in the IA System in accordance with the instructions set out in the IA System, the Access Agreement or as Supplier otherwise provides from time to time. Logging incidents in the IA System is a prerequisite for creating and maintaining the value of the IA System for Connected Companies.

## **6 COMPENSATION AND TERMS OF PAYMENT**

- 6.1 The IA System is provided cost free by the Supplier.
- 6.2 At the request of the User Company, the Supplier may in some cases perform additional services linked to the IA System. A prerequisite for the provision of such additional services is that, at the time in question, the Supplier has the personnel resources available for the purpose. All additional services are performed in Swedish in Sweden.
- 6.3 Examples of additional services are:
  - (a) development of unique system solutions, implementation of new language translations, special support during implementation, technical system support etc.; and
  - (b) special training, for example manager training.
- 6.4 Following the User Company's request for additional services, the Supplier will return with information as to whether it is possible to provide the requested additional services, as well as, where applicable, a quotation and applicable prices for such services.
- 6.5 For a one-time cost in accordance with the Supplier's prevailing price list, User Companies are able to gain access to the IA app for all User companies that are not registered in Sweden.
- 6.6 All prices announced by the Supplier are exclusive of VAT.
- 6.7 The Supplier invoices the User Company for the additional services it performs in arrears. The User Company shall pay invoiced sums within thirty (30) days from the date of the invoice. In event of late payment, the Supplier is entitled to default interest in accordance with the Swedish Interest Act (1975:635).

## **7 FOREIGN COMPANIES ETC.**

- 7.1 The Supplier may, following notification from the original User Company, in accordance with Clause 1.3, also supply the IA System to Affiliated Companies that are not registered in Sweden. A foreign Affiliated Company may join the Access Agreement despite not holding such insurance as set out in Clause 1.4.
- 7.2 Certain functionality in the IA System is restricted for foreign User Companies, including the following;

- (a) foreign User Companies can only use the IA app if foreign access to the IA app has been ordered in accordance with Clause 6.5;
- (b) foreign User Companies do not have access to such data as is generated by other Connected Companies and published in the IA System as described in Clause 2.3; and
- (c) data belonging to foreign User Companies is not subject to the licence specified in Clause 9.4 and is therefore not published in the IA System as described in Clause 2.3.

7.3 The Supplier does not provide foreign User Companies with IA System support. Foreign User Companies can instead apply to the Swedish User Company to which the foreign User Company is affiliated, who can then contact the Supplier for IA System support in accordance with Clause 4.3.

7.4 The IA System is provided in Swedish and English. Additional translations may be implemented in the IA System at the initiative of Connected Companies and through their agency. If a User Company provides translations for the IA System, it agrees to the translations being used by other Connected Companies. This also applies after the Access Agreement with the User Company has expired. The Supplier denies all liability and compensation for damage resulting from possible errors in translations provided by the User Company or other Connected Companies.

7.5 The Supplier shall ensure that updates to the IA System are also implemented in those parts of the IA System that are available in foreign countries and/or are translated into other languages. To the extent that updates cause changes to the text in a language other than Swedish or English, if the User Company has made the translation, the User Company is responsible for making the necessary changes to the translation arising from such updates.

## **8 DISCLAIMER FOR ERRORS**

Apart from what is expressly stated in the Access Agreement, the Supplier provides no guarantees or promises of any kind, either directly or indirectly, in relation to the IA System, including and without limitation to, guarantees in relation to satisfactory quality, error-free functionality, that the User Company's software or hardware cannot be damaged when using the IA System, functionality with certain hardware, software or communication connection, availability, that the information displayed is correct, that data cannot be destroyed or lost, or the suitability of the IA System for a particular purpose.

## **9 INTELLECTUAL PROPERTY RIGHTS AND DATA**

9.1 The Supplier or its partners own all intellectual property rights (including the right to change and assign) to the IA System, its infrastructure (including the IA System's information portal and the IA app) and all images, illustrations, logos and brands that appear in the IA System and on the information portal. In the event that the Supplier performs work or provides other additional services for the User Company in relation to the IA System, the intellectual property rights (including the right to change and assign) to any results shall also accrue to the Supplier.

- 9.2 The Supplier grants the User Company a right to use the IA System and any results of consulting work and other additional services provided by the Supplier, during the term of the agreement, and in accordance with the Access Agreement. The User Company is also given a right, for internal use and during the term of the agreement, to use such data which is able to be exported through embedded functionality in the IA System. However, with the exception of such data as described in Clause 9.3, data may not be shared with third parties or used for commercial purposes.
- 9.3 In relation to the Supplier, the User Company holds all rights to data that the User Company registers in the IA System. The User Company always has the option to export all its registered data in the IA System in an electronic format via the IA System.
- 9.4 The User Company acknowledges that certain data registered in the IA System is intended to be made available to other Connected Companies. This is described in more detail in Appendix 4. The User Company therefore grants the Supplier an indefinite, cost-free license to use data that the User Company registers in the IA System in accordance with what is described in Appendix 4, for its own purposes and with the aim of making it available to other companies or organisations that are, or in the future become, Connected Companies. This licence also includes a right for other companies or organisations that are, or in the future become, Connected Companies to use the data for internal purposes. It is the User Company's obligation to ensure that the data that becomes the subject of this licence is completely anonymized and does not constitute or contain personal data in accordance with applicable data protection legislation.

## **10 CONFIDENTIALITY**

- 10.1 The Supplier and the User Company undertake not to disclose, either to outsiders or to employees of their own organisation who are not subject to the Access Agreement, such information regarding the other Party, its business, or the Parties' joint business which may be considered confidential or may otherwise be likely to be harmful to another party, insured employees or employer. This confidentiality commitment applies during the term of the agreement and for the period after the Access Agreement has expired. The Supplier and the User Company shall ensure that this confidentiality commitment also covers its employees and consultants.
- 10.2 Notwithstanding Clause 10.1 above, either Party shall have the right to disclose such information as it is obliged to disclose by law or regulation or as a result of a decision or order from a public authority or court. The Supplier also has the right to make available such information as set out in Clause 9.4 notwithstanding the confidentiality commitment in Clause 10.1.
- 10.3 In those cases where the User Company constitutes a public authority, municipality or other organisation bound by the Public Access to Information and Secrecy Act, Clause 10.1 shall be applied between the Parties in such a way that the Clause does not prevent the User Company's usual application of the rules on the principle of public access to information. However, in the event of a request for access to documents based on the principle of public

access to information, the User Company must take the Supplier's standpoint that such information as is covered by Clause 10.1 is strictly confidential into account.

## **11 PERSONAL DATA**

- 11.1 Under the Access Agreement, the Supplier will process personal data on behalf of the User Company. In accordance with applicable data protection legislation, the User Company is the data controller for the processing of this personal data and the Supplier is the data processor. The Parties have therefore entered into a data processor agreement to govern the processing of personal data. This data processor agreement constitutes Appendix 2 to the Access Agreement.
- 11.2 The Supplier will also process personal data in connection with the Access Agreement in the capacity of data controller. The Supplier's processing of personal data, and the rights of data subjects in connection with such processing, is set out in the Supplier's Privacy Policy, [Personuppgifter för kontaktpersoner i IA-systemet \(afaforsakring.se\)](https://www.afaforsakring.se/Personuppgifter-för-kontaktpersoner-i-IA-systemet). The User Company has a duty to alert relevant employees to the Supplier's Privacy Policy.

## **12 LIMITATION OF LIABILITY**

- 12.1 The Supplier's liability for damages under the Access Agreement shall, for each contractual year, be limited to direct damage up to one (1) price base amount (*SWE: prisbasbeloppet*) in accordance with the Swedish Social Insurance Act (2010:110) per damage and in total.

## **13 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

- 13.1 The Supplier shall defend and indemnify the User Company against all claims and reasonable costs, including legal expenses such as court costs, which are covered by claims from a third party relating to infringement of intellectual property rights due to the User Company's use of the IA System in accordance with this Access Agreement, provided the Supplier is informed of the claim as soon as possible and that the claim is determined in a legally binding judgement or settlement. This commitment is not subject to the limitation of liability in Clause 12.1.
- 13.2 Liability under Clause 13.1 assumes that the claim is not due to the User Company (i) using the IA System in a way that is contrary to the Access Agreement, (ii) using the IA System in a way in which it was not intended, or (iii) making unauthorised changes to the IA System. The Supplier and/or its insurer shall have the right to take over the handling of the case (in both legal and non-legal matters) and any negotiations concerning such a claim and thus alone decide on the defence against such claim and conduct negotiations as regards settlement. The User Company shall, at its own expense, provide reasonable assistance to the defence against the claim.
- 13.3 The User Company shall defend and indemnify the Supplier against all claims and reasonable costs, including legal expenses such as court costs, which are covered by claims from a third party relating to infringement of intellectual property rights due to information published by the User Company in the IA System.



## **14 TERM OF AGREEMENT AND TERMINATION**

- 14.1 The Access Agreement applies from the signing of the Access Agreement and until further notice. The Agreement can be terminated with a notice period of six (6) months for the Supplier and a notice period of thirty (30) days for the User Company. Terminations must be in writing in order to be valid.
- 14.2 A User Company's termination in accordance with Clause 14.1 shall be applied in relation to the specific User Company or User Companies that issued the termination notice. The Access Agreement shall continue to apply in relation to User Companies that have not issued a notice of termination of the Access Agreement. The Supplier's termination under Clause 14.1 shall apply in relation to all User Companies unless the Supplier expressly notifies that termination shall only apply in relation to a specific User Company.
- 14.3 The Supplier has the right to immediately terminate the Access Agreement (either with individual or all User Companies) if:
- (a) the User Company breaches its obligations under the Access Agreement or other instructions notified by the Supplier;
  - (b) law, other statute or official decision means that functionality of the IA System becomes wholly or partially prohibited or otherwise restricted; or
  - (c) a reported main administrator no longer exists.
- 14.4 In the event that a User Company ceases to belong to the other User Companies' group of companies or similar association of enterprises, the User Company in question shall notify the Supplier of this in writing without undue delay. In such case, the Access Agreement will terminate in relation to the specific User Company thirty (30) days after the Supplier receives such notice. If the User Company is a Swedish company or organisation, the User Company in question has the option to sign a new Access Agreement with the Supplier provided it meets the requirements for entering into an Access Agreement. Although a foreign User Company cannot sign a new Access Agreement with the Supplier, it does have the option to export its registered data in accordance with Clause 14.5.
- 14.5 Upon termination of the Access Agreement, the User Company may, for a period of thirty (30) days, export its registered data through the functionality included in the IA System. The User Company also has the right to request that the Supplier, in relation to such data that the User Company itself has registered in the IA System, de-identifies the User Company's business and organisation number, so that the data can no longer be linked to the User Company, and that all registered data not covered by the licence in accordance with Clause 9.4, is deleted.

## **15 MISCELLANEOUS**

- 15.1 **Force majeure.** The Supplier is not liable for delay or deficiency in its commitments under the Access Agreement due to an incident, war, threat of war, general mobilization, terrorism, strike, lockout, blockade, work stoppage or other labour dispute, government order, shortage or obstacle attributable to a sub-contractor or other such circumstance beyond the Supplier's



control. The proviso regarding labour disputes applies even if the Supplier is subject to or takes such measures itself.

- 15.2 **Assignment.** The User Company is not entitled to assign its rights or obligations under the Access Agreement without the Supplier's written approval. The Supplier is entitled to assign its rights or obligations under the Access Agreement to another group company without the User Company's written approval.
- 15.3 **Amendments.** The Supplier reserves the right to decide on amendments and additions to the Access Agreement. Amendments and additions are published on <https://iasystemet.se/en/amendments-and-additions-to-the-access-agreements/> thirty (30) days before the change enters into force, unless the amendment or addition is due to changes in law or other statute or due to official decisions which mean that the amendment must apply with immediate effect. In the event of material amendments to the Access Agreement, the User Company has the right to terminate the Access Agreement up until the day on which the amended terms and conditions enter into force by notifying the Supplier in writing. Continued use of the IA System after the amended terms and conditions enter into force means that the amended terms and conditions are considered to have been accepted by the User Company.

## 16 GOVERNING LAW AND DISPUTES

- 16.1 This agreement is governed by Swedish law, without application of its conflict-of-law rules.
- 16.2 Disputes regarding interpretation or application of the Access Agreement and related legal relationships shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("**SCC**"). SCC's Rules for Expedited Arbitration shall apply, unless the SCC, with regard to the complexity and value of the dispute, decides that its Arbitration Rules shall apply instead. In the event that the Arbitration Rules are to be applied, the SCC shall also decide whether the arbitration tribunal shall consist of one or three arbitrators.
- 16.3 Arbitration proceedings shall take place in Stockholm and the language of the proceedings shall be Swedish.
- 16.4 All arbitration proceedings which take place in accordance with this Chapter 16 shall be kept strictly confidential. This duty of confidentiality shall cover all information that emerges in the context of the arbitration, as well as any decisions or arbitration awards made or imposed during the proceedings. Information covered by this duty of confidentiality cannot be disclosed to a third party in any form without the written consent of all Parties. Notwithstanding the above, a Party shall not be prevented from disclosing such information if the Party is required to disclose the information by law, regulation, official decision, stock exchange rules etc., provided that (to the extent permitted by law) the disclosing Party first informs the other Party of the nature, extent, timing and purpose of the disclosure, and takes all reasonable steps to ensure that the receiving party treats all such information as confidential.