



Business Provider Policy

ATALIAN GLOBAL SERVICES

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1. Definition

The term business provider refers to any person who, while acting as a commercial agent at the request and under the supervision of his/her principal, an ATALIAN Group employee, contacts prospects that may be interested in the marketed products or services with the objective of signing contracts with the ATALIAN Group.

2. Due diligence

Every business provider, whether a natural or legal person, must be subject to systematic due diligence, regardless of the scope or expected benefit of his/her assignment, prior to any contracting. No contract or assignment may be awarded to a business provider without prior due diligence.

This due diligence will be carried out by the Group Compliance Department, which will provide the employee wishing to engage the business provider with confirmation of whether he/she is authorised to do so, in accordance with the Third-Party Due diligence Procedure.

It will notably assess the business provider's morality and reputation and determine his/her business ecosystem and possible links with politically exposed persons or in connection with the ATALIAN Group.

3. Contracting

Any assignment entrusted to a business provider must be the subject of a contract.

This contract will notably contain:

- A precise description of the entrusted assignment, its scope and the actions expected of the business provider, as well as the legal means at his/her disposal to achieve his/her objective;
- The business provider's commitment to act in all circumstances in accordance with the ATALIAN Group Code of Conduct and to comply with national and international anti-corruption laws and regulations by refusing to engage in any corruption or influence peddling. The ATALIAN Group's Code of Conduct and the gifts and invitations procedure must systematically be provided to the business provider as a contract appendix;
- A description of the criteria for initiating the payment of his/her remuneration;
- An anti-corruption clause whereby the business provider undertakes to perform his/her assignments in strict compliance with national and international legal and regulatory provisions relating to the fight against corruption and influence peddling;
- A description of the rules that the business provider must follow in his/her interactions with public officials.

4. Execution of his/her assignment

Throughout the execution of his/her assignment, the business provider must be sure to keep his/her principal informed of the assignment's progress, and immediately report any difficulties encountered. The ATALIAN Group reserves the right to request proof in order to certify performance of the contract in accordance with its contractual obligations.

He/she is not allowed to incur on his/her own costs not expressly anticipated in the contract without the prior written agreement of his/her ATALIAN Group principal. If he/she were to incur such costs without this prior express approval, no reimbursement would be provided.

He/she is not allowed to hire third parties or other service providers to help him/her with the assignment or to contact the prospects that he/she approaches without the prior express agreement of his/her ATALIAN Group principal.

5. Remuneration

The business provider's remuneration will be strictly regulated by contract and must be defined on the basis of precise objective indicators that cannot be subject to any derogation or after-the-fact modification.

It may consist of either fees or a commission, the percentage of which is fixed contractually and independently of the profit derived by the ATALIAN Group from this contract.

An advance of costs in an amount fixed by contract may be made and will be deducted from his/her final invoice. These costs must be justified by invoices indicating the exact purpose of the expense.

The remuneration may only be paid after verification and validation that the assignment results comply with the contractual requirements and the stated objective. It will require the presentation of an invoice that includes all necessary supporting documents, notably the costs validated by his/her principal or that justify the advance of costs.

6. Ethics whistleblowing system

The ATALIAN Group has set up an external platform for collecting ethical alerts, accessible by all, internally and outside the Group, at <https://ethicslineatalian.com>, which you can also access via Atalink/ Compliance, as well as on ATALIAN.com and ATALIAN.fr. This platform can also be used to ask questions or share your questions about certain situations of possible breaches of ethics and of this Code. Or you can contact us via our new phone number: **+90 0800 621 6464**. The country organization code you need to use is **1944**.

The confidentiality of the whistleblower's identity and of the facts mentioned in the alert, as well as of the implicated persons, are preserved at all times during the procedure for collecting and processing alerts.

Alerts can be launched anonymously.

The whistleblower acting in good faith has a specific status that protects him/her from any retaliation resulting from the alert and in connection with the reported facts.

These alerts will be processed in accordance with the procedure for collecting and processing ethics alerts, available on Atalink/ Compliance, as well as on atalian.com and atalian.fr.