



SUPPLIER CODE OF CONDUCT

LA FINANCIÈRE ATALIAN

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ATALIAN GLOBAL SERVICES, including each of its business units, affiliates and subsidiaries, (collectively, “ATALIAN”) is firmly committed to conducting business with the highest integrity and in compliance with the letter and spirit of the law. As an industry leader and a responsible business, ATALIAN seeks to use its position to promote the highest standards for ethics and business conduct wherever ATALIAN operates. As a supplier of products and/or services to ATALIAN, your company (“Supplier”) is critical to ATALIAN’s success, and in order for ATALIAN to provide superior services in a responsible manner, ATALIAN requires Supplier to comply with this Supplier Code of Conduct (this “Code”).

This Code sets forth ATALIAN’s fundamental ethical and business conduct requirements for its suppliers. This Code is not intended to be an exhaustive list of all requirements to be followed by Supplier; but is intended to be a high-level overview of such requirements. All references in this Code to “Laws” means all applicable laws, regulations, directives, rules, decrees, and governmental orders.

Supplier is responsible for ensuring that their directors, officers, employees, agents, representatives, suppliers, subcontractors, and other business partners understand, and comply with, the requirements set forth in this Code. Supplier will promptly notify ATALIAN in writing of any known or suspected violation of this Code. The ethical standards described below are the same as those we apply in our own entities throughout the world.

ANTI-BRIBERY/CORRUPTION

We apply a « zero-tolerance » policy on corruption and influence peddling. It is notably prohibited for all employees or third parties to offer, promise, give, solicit, or accept any gift, offer or promise that could constitute an act of corruption.

Supplier shall fully comply with all anti-bribery and anti-corruption laws applicable in the jurisdictions in which Supplier engages in business with or on behalf of ATALIAN. Supplier further certifies that it has implemented adequate procedures to so comply, including by doing its own due diligence on its affiliates, subsidiaries, agents, subcontractors, representatives, and employees who will work on behalf of ATALIAN and by communicating to them the requirements set out in this code of conduct or comparable requirements and/or training.

Without prejudice to the generality of the foregoing, Supplier shall not:

- Engage in any form of bribery or corruption of Government Officials.
- Engage in any form of “commercial” or private sector bribery or corruption, including but not limited to, “kickbacks” to private, individuals to obtain or retain business.
- Accept any type of bribes or improper payments.
- Give, offer, or accept other forms of bribery, including improperly giving anything of value or making any facilitation payments.

UNFAIR BUSINESS PRACTICES

Supplier must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of ATALIAN, Supplier, or others. Accordingly, Supplier must never rig bids, fix prices, or provide or exchange customers, ATALIAN's, Supplier's, or others' competitively sensitive information (including, without limitation, price, cost, and technical data) with ATALIAN's competitors or competitors of Supplier. Supplier must never denigrate ATALIAN's competitors or Supplier's competitors, or their products or services.

DATA PRIVACY AND INFORMATION SECURITY

Supplier when it acts as a Processor of the Personal Data, agrees that while acting on behalf of ATALIAN, it will comply with all applicable data privacy legislation and regulation, and shall follow the principles of the ATALIAN Group Data Protection Policy, ensure that all Personal Data that Supplier processes under ATALIAN instructions or to which Supplier has access as a result of engaging in business with or on behalf of ATALIAN is kept confidential, is used only for the purposes defined by ATALIAN, is adequately protected and in particular that there are appropriate legal, organizational and technical measures in place to ensure such protection. Supplier will inform ATALIAN as soon as it receives any enquiry to exercise rights on personal data of Data Subjects or to execute the relevant authorities' requests or orders regarding the personal data it manages in connection with its relationship with ATALIAN. If Supplier needs to transfer any Personal Data processed under ATALIAN instructions outside the European Union, it should implement the appropriate measures for further data security and, in particular, establish with any subprocessor all the appropriate safeguards, including the standard contractual clauses provided by the European Commission.

CONFLICT OF INTEREST

Supplier must avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with ATALIAN. Supplier must promptly report to ATALIAN any instances involving actual or apparent conflicts of interest such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Supplier shall not, without prior written notification thereof to ATALIAN, enter into any business relationship with any director, employee, or representative of ATALIAN that may create a conflict of interest.

LABOR

Supplier must follow all applicable Laws in the countries in which it operates, and be committed to the value of, and respect for, all people. Supplier is responsible for respecting human rights in its operations and will comply with the standards set forth in the United Nations Universal Declaration of Human Rights. The standards set forth in this Code apply to all workers, including, without limitation, temporary, migrant, student, contract, direct employees, and any other type of worker of Supplier. The applicable labor standards are:

1. **Child Labor.** Supplier will not engage in or condone the unlawful employment or exploitation of children in the workplace. Supplier will be committed to combating the exploitation of children, and therefore prohibit any use of child labor with any vendor, supplier or other Supplier arrangements.

2. **Human Trafficking, Modern Slavery and the Right to Voluntary Labor.** Supplier will respect the free choice of all persons and strictly prohibit forced or compulsory labor for any employees. Supplier will not do business or associate with third parties that condone or are engaged in the practice of coercing or imposing work with little or no freedom of choice. Supplier will comply with the United Nations Guiding Principles on Business and Human Rights

3. **Freedom Against Prejudice and Discrimination.** Supplier will strive to maintain an inclusive workplace free of harassment and discrimination based on a person's status such as race, color, religion, national origin, gender, sexual orientation, gender identity, age, disability, veteran or military status or other characteristics protected by Law.

4. **Safe and Secure Workplace.** Supplier will be dedicated to providing a safe and secure workplace for all of its employees, and prevent accidents to employees, customers, and visitors. Supplier's leadership will ensure compliance with this commitment in every location and facility in which Supplier operates.

5. **Working Hours and Wages.** Supplier will comply with all Laws dealing with the wages Supplier pays its employees and the hours they work. Supplier will be committed to being an ethical employer that strives to improve labor standards, respects its employees' contributions, and rewards them fairly.

6. **Freedom of Association.** Supplier will respect the rights of employees and comply with all Laws concerning freedom of association and collective bargaining.

HEALTH AND SAFETY

Supplier must comply with all health, safety, and security Laws of the jurisdictions in which it does business and limit worker exposure to potential safety hazards. When necessary to safely perform a job, Supplier will provide workers as appropriate the proper personal protective equipment and ensure proper maintenance of the equipment. Supplier will record, track and report all occupational injuries and illnesses as required by applicable Laws.

ENVIRONMENT AND SUSTAINABILITY

Supplier shall observe and comply with all applicable environmental Laws as well as implement an effective policy that promotes the efficient use of resources and energy, as well as clean and low energy solutions. Suppliers shall take a proactive approach to working with ATALIAN towards reducing our environmental impact.

ATALIAN therefore requires that Suppliers share its commitments to:

- Continually improve our environmental performance and results and to review them on a regular basis
- Aspire to provide products and services that enhances ecology and ecosystems
- Suppliers shall have a written environmental / sustainability policy appropriate to the size and nature of their operation which addresses preventing, mitigating, and controlling serious environmental and health impacts from their operations.

GIFTS AND GRATUITIES

No gift considered to be morally inappropriate or indecent can be accepted by a Group Employee or offered by a Group Employee to a third party. Gifts should be provided as a token of esteem, courtesy, or in return for hospitality and should comport with local custom.

The following gifts can **never** be accepted or offered:

- The gift costs more than 100€. This material threshold can be lowered depending on the economic environment of the country in which the Group operates
- Gift of cash, or cash equivalent such as gift cards or gift certificates
- Gift prohibited by local law
- Gift offered to public persons (elected officials, civil servants, employee of an international organization or State company, etc.)
- Gift not delivered directly to the recipient at his business address
- Gifts offered or received for bribery purposes (e.g., to obtain or retain business, or to secure an improper advantage such as securing favourable tax treatment)
- Gifts prohibited by the recipient's organization
- Gifts to family members of customers, suppliers or other business associates
- Gifts, gratuities or other items that personally benefit the Group Personnel, regardless of value.

ATALIAN COMPLIANCE VERIFICATION

ATALIAN does not assume any duty to monitor or ensure compliance with this Code. Supplier acknowledges and agrees that Supplier is solely responsible for full compliance with this Code by Supplier's directors, officers, employees, representatives, suppliers, contractors, and other business partners. Supplier will nonetheless permit ATALIAN and/or its representatives to assess Supplier's compliance with the expectations set forth in this Code when rendering services or furnishing products for ATALIAN. Such assessments may include, without limitation, on-site inspection of Supplier facilities and review of related Supplier information, including books, records, certifications, permits, and other documentation evidencing Supplier's compliance with this Code. Supplier will also fully cooperate with ATALIAN in such assessments, and Supplier will promptly correct any non-conformances identified during such assessments.

In the event that this Code conflicts with the terms of any Supplier contract with ATALIAN, and the contract term is more restrictive than this Code, the Supplier must comply with the more restrictive terms of the contract.

For questions or concerns about this Code, including its application to specific circumstances in connection with your organization's performance of work for ATALIAN, or to report any suspected violations of this Code, please contact ATALIAN's Global Compliance Department at Margaux.Halpern@atalianworld.com

ACCEPTANCE OF THE TERMS OF THE SUPPLIER CODE OF CONDUCT

In the name of (name of the company), whose registered office is
at (address of the registered office),

- I confirm that (name of the company) has received and read the Supplier Code of conduct from ATALIAN
- I confirm that (name of the company) shares the same ethical standards as those set out in this Code by ATALIAN
- I am aware that (name of the company) must immediately inform ATALIAN in the event of identification of incidents within your operations or your supply chain, with regard to our shared ethical principles disclosed in the ATALIAN SUPPLIER CODE OF CONDUCT, which could negatively impact our reputation as an ethical company or that of ATALIAN

.....[Full Name],
....., [title / position] declaring himself duly authorized
for the purposes hereof.

Signature

Done at [place]

Date