

**Anti-Bribery and Corruption Procedure**

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## **1. OBJECTIVE**

**1.1.** Acibadem Sağlık Hizmetleri ve Ticaret A.Ş. including its subsidiaries, related corporations or any of its affiliates (collectively, referred to as "Acibadem Healthcare Group" or "AHG") is committed to conduct business with integrity and has a zero-tolerance policy against all forms of bribery and corruption. Acibadem City Clinic EAD and its subsidiaries, jointly referred to as "ACC" or "ACC Group", being an integral part of AHG, aims to comply with AHG policy and adopts the following Anti-Bribery and Corruption Procedure, in accordance with the acting European union regulations and legislation in Bulgaria.

**1.2.** This procedure, elaborates upon those core principles, and promotes compliance by all employees with the anti-corruption laws that apply to ACC operations, including the anti-corruption laws of all countries in which ACC conducts business.

**1.3.** All employees shall comply with the anti-corruption laws in their respective jurisdictions and those of other jurisdictions that apply to them. Refer to Appendix 1 for the Legal Register.

**1.4.** All persons who perform services for or on behalf of ACC (hereinafter referred to as "Third Party and Representatives") shall comply with the relevant parts of the Anti-Bribery and Corruption Procedure when performing such work or services.

**1.5.** This procedure is not intended to provide definitive answers to all questions regarding bribery and corruption. Rather, it is intended to provide guidance to employees and persons who perform services for or on behalf of ACC (collectively "persons associated with a commercial organization") concerning how to deal with improper solicitation, bribery and other corrupt activities and issues that may arise in the course of business.

**1.6.** If any person subject to this procedure have any doubt about the scope of applicable laws or the application of the Group's policies concerning the fight against bribery and corruption, please contact the Integrity Committee/Irregularities Committee composed of Internal Audit, Legal and Enterprise Risk Management Departments.

## **2. SCOPE**

2.1. It is binding for all employees, Third Party and Representatives of ACC.

2.2. Please note that this procedure does not supersede any anti-corruption laws of all countries in which ACC operates.

2.3. If a law conflicts with a provision set out in this procedure, do comply with the law and consult with the relevant Integrity Committee rather than disregard the Anti-Bribery and Corruption Procedure entirely. However, if a local custom or policy conflicts with this Anti-Bribery and Corruption Procedure, compliance to this Anti-Bribery and Corruption Procedure takes precedence.

## **3. IMPLEMENTATION**

### **3.1. Corporate Integrity Pledge**

3.1.1. The Corporate Integrity Pledge sets out key principles for corporations to adopt and demonstrate commitment towards creating a business environment that is fair, transparent and free from corruption.

3.1.2. ACC is committed to uphold the five Anti-Corruption Principles during the course of business operation across all geographies:

- Committing to promote values of integrity, transparency, accountability and good corporate governance.
- Strengthening internal systems that support corruption prevention.
- Complying with laws, policies and procedures relating to fighting corruption.
- Fighting any form of corrupt practice.
- Supporting corruption prevention initiatives by governments in countries where AHG operates.

### **3.2. Anti-Bribery and Corruption Governance Structure**

3.2.1. The ACC Board is collectively responsible for setting the right conduct and behaviors for the Board, Senior Management and employees at the group, subsidiary, country and operating levels.

3.2.2. Integrity Committee is responsible for the overall development, implementation, coordination and reporting in relation to Anti-Bribery and Corruption for ACC in collaboration with the country and subsidiaries CEOs.

### **3.3. Duties of Employees**

3.3.1. Every employee shall comply with this procedure and any other policies or procedures as prescribed from time to time in the course of their daily work and business conduct.

3.3.2. Engaging in bribery or corrupt practices can have severe consequences for employees and for the Group. Employees shall face dismissal, civil and legal suit, fines, imprisonment and the Group may face damage to reputation, financial loss and disbarment from business and other negative consequences.

3.3.3. Every employee is required to report any instances of suspected or confirmed bribery or corruption (relevant to 3.4.7)

### **3.4. Expectation of Third Party and Representatives**

3.4.1. ACC dealings with Third Party and Representatives must be carried out in compliance with all relevant legal processes and consistent with the relevant contracts.

3.4.2. ACC expects all Third Party and Representatives to implement and share the Group's values and ethical standards as their actions can implicate ACC legally and tarnish the Group's reputation.

3.4.3. Where necessary, Third Party and Representatives shall be subjected to a risk-based due diligence process to assess their integrity and ability to comply with the Anti-Bribery and Corruption Procedure and related obligations which Third Party and Representatives agreed in contractual agreements with ACC.

3.4.4. ACC reserves the right to seek information and documentation from Third Party and Representatives to assess compliance with this Anti-Bribery and Corruption Procedure.

3.4.5. Ongoing relationships are subject to periodic re-assessments to ensure standards have been maintained. In case of any changes in the conduct, reputation or risks related to the particular third party and representatives, third party and representatives are committed to provide feedback to ACC.

3.4.6. ACC will terminate any pending negotiations, tender, purchase order or contract with any Third Party and Representative that is suspected and/or does not comply with the

standards set forth in this Anti-Bribery and Corruption Procedure. ACC will not be accountable or liable for any crime, actions or omission arising or due to the terminated transaction.

**3.4.7.** Should there be any instances of suspected or confirmed bribery or corruption, employees, Third Party and Representatives shall reach to the **Anti-Bribery and Corruption Procedure** on: <https://www.acibadem.com.tr/> web site in Menu tab, under Corporate Information page and can reach the Information Form that will be submitted to the AHG Integrity Committee. Their name, contact number and details of the matter should be included for follow-up actions, and ACC undertakes to protect and guarantee their anonymity.

### **3.5. General Requirements to Prevent Bribery, Corruption and Improper Payments of Any Kind**

3.5.1. Employees and Third Party Representative shall not directly or indirectly make, promise, approve, authorize or offer to give to anyone - or accept or solicit from anyone - anything of value (including but not limited to cash payments) if the purpose or effect is to improperly induce the recipient to take (or to refrain from taking) action that would bestow a commercial benefit or business advantage on the Group or any other party. Financial or other advantage covers anything of value, including cash, gifts, services, job offers, loans, travel expenses, entertainment, and hospitality. Usage of personal funds for bribery, corruption or improper payments does not negate this procedure.

3.5.2. Giving things of value to family members, close associates or favored organizations of those with whom we do business, those with whom we would like to do business, or public (government) officials is also subjected to this procedure, as such actions may be interpreted as attempts to evade these rules or otherwise influence the conduct of third parties and representatives.

3.5.3. For further elaboration on Types of Corruptions, refer to **Appendix 2**.

### **3.6. Unfavorable transactions**

3.6.1. ACC prohibits all facilitation payments as they are bribes. Facilitation payments are unofficial, improper and small transfers of value offered or made to secure or expedite a routine or necessary action to which ACC is legally entitled or payments which are recognized to fast track processes.

3.6.2. Any charitable contribution including sponsorship as part of corporate social responsibility activities should be made in line with the country/group policies and procedures and in compliance with local and/or foreign country Anti Bribery and Corruption related laws and regulations.

3.6.3. ACC allows political contribution both financial and non-financial if it is expressly permitted by law and has been pre-approved by the appropriate, authorized representative of ACC. Nonetheless, care needs to be taken that such transactions are for charity purposes without any return of any form of financial and non-financial advantage.

### **3.7. Control measures**

3.7.1. All contracts with Third Party and Representatives should include the Anti Bribery and Corruption clauses as set out in **Appendix 3**. Subject to Legal's approval, the Anti Bribery and Corruption clauses can be customized to suit local requirements, rules and regulations.

3.7.2. This Anti Bribery and Corruption Procedure shall be reviewed on an annual basis or as and when required under the scope of Corporate Risk Management practice in cooperation with Integrity Committee/Irregularities Committee.

### **3.8. Training and Awareness Requirements**

3.8.1. Employees shall receive anti-bribery and corruption compliance training to educate them about the requirements and obligations of anti-corruption laws and this Anti Bribery and Corruption Procedure, commensurate with their respective positions and duties within ACC under the supervision of Integrity Committee/Irregularities Committee, and Human Resources Department maintains the training records.

3.8.2. The Anti Bribery Procedure shall be made available to all employees and Third Party and Representatives. All employees and Third Party and Representatives should provide a certification in the template provided in "**Employee / Third Party and Representatives Undertaking / Acceptance Letter**" in **Appendix 4**. Alternatively, Third Party and Representatives shall acknowledge acceptance and compliance to Anti Bribery and Corruption procedure as part of their tender/quotation submission.

3.8.3. Employees are required to provide such undertakings upon joining ACC, following updates to the Procedure.

3.8.4. Third Parties and Representatives are required to provide such undertakings before providing services to or on behalf of the companies of ACC Group. These letters of acceptance shall be maintained by the clerk's office in locations and shall be made available to the Integrity Committee upon request. The database may only be shared with other persons in the organization with the approval of the Integrity Committee, where this is directly linked to the performance of their duties, on a need-to-know basis.

### **3.9. Record Keeping**

3.9.1. All corporate social responsibility activities including sponsorships, in line with relevant legal regulations, are recorded by the relevant department. Transparency is vital and any false or misleading records could be very damaging to the ACC Group. The Integrity Committee may request information from the relevant department in connection with this clause.

### **3.10. Systematic Review**

3.10.1. Systematic review shall be performed by the Integrity Committee / Irregularities Committee in collaboration with the country senior management as part of providing assurance that there is effective and sound anti-bribery and corruption risk management implemented within ACC on an annual basis. Their assessment and findings may be shared with AHG upon request or Audit and Risk Management Committee meeting, as the case may be.

3.10.2. Every 3 years, a qualified and independent review may be considered to ensure that ACC's business operation is complying with the local/foreign countries' authority/regulatory requirements on anti-bribery and corruption.

## **4. GUIDELINES**

### **4.1. Third Party Risk Management**

4.1.1. ACC should generally avoid dealing with any third party known or reasonably suspected of corrupt practices or known or reasonably suspected of paying bribes.

4.1.2. Country CEOs, Hospital Directors and Heads of Departments responsible for engaging a third party for ACC shall be accountable for managing bribery and corruption risk.

4.1.3. To help ensure that the Group only does business with third parties and representatives that share ACC's standards of integrity, employees should do the following:

- Conduct risk-based due diligence to assess the integrity of ACC's prospective business counterparties. The level of due diligence should commensurate with the level of bribery and corruption risk posed by a third party.
- If at any point during the due diligence exercise or in dealings with a third party and representatives, there are conflicts of interest or "red flags" raised, these will warrant further investigation and must be adequately addressed before the engagement of the third party and representatives can progress.
- Due diligence should be made against the Corruption Perception Index.
- Ensure and document the business reason to engage the third party and representatives, selection process, reference checks and resolution of any conflicts of interest or "red flags". Any conflict of interest matters shall be escalated to the Integrity / Irregularities Committee.
- Communicate awareness to all third parties of Anti Bribery and Corruption Procedure and ACC's expectation of them.
- Incorporate into all commercial contracts and invitations to quote/tender the provisions relating to business conduct, conflict of interest, prevention of corruption and unethical practices, and where necessary, right to audit third party compliance with Anti Bribery and Corruption Procedure.
- Use good judgement and common sense in assessing and monitoring the integrity and ethical business practices of third parties and representatives.
- The due diligence performed under this Policy should comply with applicable data protection legislation.
- When in doubt, seek advice from Integrity / Irregularities Committee.

#### 4.1.4. Examples of common "red flags" involving third parties and representatives;

transaction or the party is in a country known for widespread corruption, high crime jurisdiction and/ or classified as sanctioned country.

- Family, business or other "special" ties with any ACC employee, government or public official.
- Requests for anonymity or insistence that identity remains confidential or that the relationship remains secret.
- Third party and representatives do not have in place adequate compliance program or code of conduct or refuses to adopt one.
- Failure to cooperate with the due diligence assessment or refusal to answer questions or make representations and warranties.
- Objection to anti-bribery and corruption representations and warranties in commercial agreements or negative response to Anti Bribery and Corruption Procedure requirements.
- Convoluted payment arrangements such as payment in cash, payment to other third party or to accounts in other countries or requests for upfront payment for expenses or other fees.

- Reference check reveals a poor business reputation for unethical conduct, including reports of suspicious, unethical, or unlawful conduct about the party, its sub-agents or its employees.

4.1.5. The aforementioned list is not exhaustive and may not in them constitute or indicate a violation of the applicable anti-corruption laws. When in doubt, please consult Integrity / Irregularities Committee.

#### **4.2. Payments under Duress or Extortion**

4.2.1. Employee security and safety, as well as those of our third parties and representatives, are a priority.

4.2.2. In rare circumstances where during a bribe demand or extortion event there is a threat to employee safety or for the safety of others, employees are allowed to make / offer to make the payment.

4.2.3. These are called payments under duress and may be legally defensible. Such payments require documentation and follow up action to prevent a recurrence. Any instance of such payments being repeated, systemic or accepted as part of the way of doing business are not payments made under duress and are not allowed.

#### **5. Relevant Documents**

Employee / Third Party and Representatives Undertaking / Acceptance Letter

### 5.1. Appendix 1: Legal Register

Relevant laws for countries in which AHG & subsidiaries / ACC operate, without limitation are listed below.

- Bulgarian Criminal Code (1968)
- Measures Against Money Laundering Act (Bulgaria, 2018)
- Counter-Corruption and Unlawfully Acquired Assets Act (Bulgaria, 2018)
- Turkish Criminal Code No: 5237 (2004)
- Law on Declaration of Property and Combating Bribery and Corruption No: 3628 (Turkey, 1990)
- Malaysian Anti-Corruption Commission Act (Malaysia, 2009)
- Money Laundering and Terrorism Financing Prevention Law (Malaysia, 2001)
- Whistleblower Protection Act (Malaysia, 2010)
- Witness Protection Act (Malaysia, 2009)
- Malaysia Code of Corporate Governance (2017)
- Malaysia Code of Ethics
- Bribery Act (UK, 2010)
- Foreign Corrupt Practices Act (USA, 1977)
- Prevention of Corruption Act (Chapter 241) (Singapore)
- Prevention of Corruption Act (India, 1988)
- Criminal Law of the People's Republic of China (Bribery of public officials and foreign public officials)
- Anti-Unfair Competition Law of the People's Republic of China (Private bribery)
- Prevention of Bribery Ordinance (Cap 201) (Hong Kong, 1971)



## Appendix 2: Types of Corruption

The United Nations Handbook on Practical Anti-Corruption Measures for Prosecutors and Investigators lists the more commonly encountered forms of corruption, which include:

- **Petty Corruption:** Also known as administrative corruption, it involves the exchange of very small amounts of money and the granting of small favors.
- **Grand Corruption:** Spreads through the highest levels of government, bringing about major abuses of power, disobedience of the rule of law, economic instability and the breakdown of good governance.
- **Active and Passive Corruption:** The former refers to the act of offering or paying a bribe (where the payment of a bribe has taken place) and the latter refers to the request or receiving of a bribe (a bribe was offered but not accepted).
- **Bribery:** Most common form of corruption, described as the act of conferring a benefit in order to influence an action or decision. It comes in the form of cash, company shares, inside information, sexual or other favors, entertainment, employment or future benefits such as a retirement job. The benefit can pass directly to the person bribed, or indirectly to a third party such as a friend, relative, associate, favorite charity, private business, political party or election campaign. Once bribery has occurred, it can lead to other forms of corruption.
- **Embezzlement, Theft and Fraud:** Involves stealing by an individual exploiting his or her position of employment. Fraud involves the use of false or misleading information to induce the owner of property to part with it voluntarily. Theft is universally regarded as falling within corruption definitions where it occurs, carrying with it as it does, a breach of a fiduciary duty.
- **Extortion:** Relies on coercion to induce cooperation, such as threats of violence or the exposure of sensitive information.
- **Abuse of Function:** Performance of or failure to perform an act by a public official, in violation of the law, to obtain an undue advantage for himself/herself or for another person or entity.
- **Favoritism and Nepotism:** Involve abuses of discretion, usually does not involve a direct personal benefit to an official but promote the interests of those linked to the official, be it through family, political party, tribe or religious group.
- **Creating and Exploiting Conflicting Interest:** Most forms of corruption involve the creation or exploitation of some conflict between the professional responsibilities of an individual and his or her private interest. The offering of a bribe creates such a conflict where none may have existed hitherto. In both the public and private sectors, employees and officials are routinely confronted with circumstances in which their personal interests conflict with their responsibility to act in the best interests of the state or their employer. Well-run organizations have systems to manage these situations, usually based on clear codes of conduct.
- **Improper Political Contribution:** Donations made with the intention or expectation that the party will, once in office, unduly favor the interests of the donor, is tantamount to the payment of a bribe.

**Appendix 3: Contractual Clauses Related with Anti-Bribery and Corruption  
ANTI-BRIBERY AND ANTI-CORRUPTION ADDENDUM**

This addendum is made a part of, and attached to the [insert defined form of relevant contract], dated ..... (Effective Date) [Note to draft. 'Effective Date' should correspond to the effective date of the relevant contract to which this is an addendum].

**1. Definitions**

For the purposes of interpretation of this Addendum the following defined terms shall apply:

**Affiliate:** Any entity that either controls or is controlled by, or is under common control, in each case either directly or indirectly with either [ACC] or [Supplier/Service Provider], where "control" means the ownership of, or the power to vote, more than 50% of the voting stock, shares or interests of the entity. An entity that otherwise qualifies under this definition is included within the meaning of "Affiliate" even though it qualifies after the Effective Date.

**Agreement:** The provisions of this [insert defined form of relevant contract] Agreement dated ....., together with the appendices and other exhibits attached thereto or incorporated by reference therein, as amended from time to time.

**Applicable Law:** Country laws, state and federal laws, any European Directives, rules, regulations, executive orders, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy guideline, concession or case law from time to time that apply to [ACC], [ACC]'s Affiliates, [Supplier/Service Provider] or [Supplier/Service Provider's Affiliates (as a service provider to [ACC] or [ACC]'s Affiliates) or the [Services], including (i) any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any relevant country, including the Bulgarian Criminal Code, the Measures Against Money Laundering Act, the Counter-Corruption and Unlawfully Acquired Assets Act, the Turkish Criminal Code No: 5237 2004, Law on Declaration of Property and Combating Bribery and Corruption No: 3628 1990, Malaysian Anti-Corruption Act 2009, Prevention of Corruption Act 1988, UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977, ;, in each case any amendments in relation to each issued from time to time, (ii) laws or regulations addressing unfair, deceptive or abusive acts or practices, (iii) laws or regulations addressing money laundering and (iv) laws or regulations related to economic sanctions.

**Associated Person** In relation to any entity, a person who (by reference to all the relevant circumstances) performs services for and on behalf of that entity in any capacity; for example, employees, subsidiaries, representatives and subcontractors.

**Losses:** Includes all losses, claims, demands, liabilities, obligations, fines, expenses, royalties, litigation, deficiencies, costs, and damages (whether economic, absolute, accrued, conditional or otherwise and whether or not resulting from third party and representative claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements.

**Personnel:** A party's or its Affiliate's directors, officers, partners (as applicable), employees, non-employee workers, agents, auditors and consultants. In addition, Personnel includes the directors, officers, employees, non-employee workers, agents, consultants or subcontractor used by [Supplier/Service Provider] or a [Supplier/Service Provider] Affiliate, directly or indirectly, [to provide any kind of [Services] ]. [Note to draft. Tailor the reference to 'Services' based on the nature of the contract and the term used within.].

**Public Official:** Any person who holds a legislative, administrative, judicial, executive or military position of any kind (appointed or elected) of a country, territory or subdivision thereof, or exercises a public function for such country or territory or subdivision thereof (or for a public agency or public enterprise), including: any government officer or employee (including officials, employees and agents of government-owned or government-controlled entities or public international organizations), any person acting in an official capacity for or on behalf of any government entity, or any political party, party official, or candidate for public office.

## **2. Anti-Bribery, Personal Dealings and Non-Subordination**

[Supplier/Service Provider] represents, warrants for and on behalf of itself, its Affiliates, Personnel and Associated Persons:

(a) Neither [Supplier/Service Provider] nor any of its Affiliates, Personnel or Associated Persons, has made or offered to make (or will make or offer to make), directly or indirectly, any unlawful payments to or has conferred or offered to confer (or will confer or offer to confer), directly or indirectly, any benefit upon any person (including any Public Official) in violation of any anti-bribery-related Applicable Law;

(b) [Supplier/Service Provider] will not (and has not), and will procure that its Affiliates, Personnel or Associated Persons will not (in connection with this Agreement):

- (i) Make, give or offer any financial or other advantage to any person for the purposes of: (1) securing any improper advantage; inducing the recipient or another person to do or omit to do any act in violation of their duties or responsibilities (or for the purposes of rewarding such conduct); (2) influencing any act or decision of a Public Official; or (3) otherwise influencing the conduct of any person in any manner relating to the subject of this Agreement;
- (ii) Make, give or offer any financial or other advantage to any person where acceptance of the advantage would itself constitute violation of a person's duties or responsibilities; or
- (iii) Violate any anti-bribery related Applicable Law.

(c) No Acibadem Healthcare Group, nor ACC Group Personnel or any of their immediate family members (as applicable) has received or will receive, directly or indirectly, anything of value of any kind from [Supplier/Service Provider]'s Personnel in connection with this Agreement; and

(d) [Supplier/Service Provider] will conduct its business on behalf of ACC in compliance with this Addendum and with AHG's Anti-Bribery and Corruption Program statement <https://www.acibademcityclinic.bg> and any and all other [ACC] anti-bribery and corruption statements, programs, policies and standards that [ACC] has in effect or may put into effect and which have been provided to or otherwise made available to [Supplier/Service Provider] (including through any [ACC] external website).

## **3. Undertaking / Letter of Acceptance**

[Supplier/Service Provider] shall (within a reasonable time) provide to [ACC] such information and further written certifications as [ACC] may request from time to time to assist [ACC]'s efforts to ensure compliance with anti-bribery related Applicable Law.

## **4. Training**

Upon request by [ACC], [Supplier/Service Provider] shall institute an anti-bribery-compliance training and reporting program that meets [ACC]'s prescribed requirements. Additionally, [ACC] may designate which [Supplier/Service Provider] positions and personnel must receive such training.

### **5. Termination for Breach**

[ACC] may terminate the Agreement immediately on written notice to [Supplier/Service Provider] if [Supplier/Service Provider] breaches any provision of this Addendum. The [Supplier/Service Provider] shall not be entitled, nor shall it seek, any compensation for the termination of this Agreement on account of this paragraph 5, unless otherwise provided for in Applicable law

### **6. Indemnification**

(a) [Supplier/Service Provider] agrees to indemnify and hold harmless [ACC] and ACC's Affiliates and each of their respective chairmen, managers, officers, shareholders, employees, contractors and agents ("Indemnified Parties") and agree to keep the Indemnified Parties fully indemnified, immediately upon demand, against, all Losses relating to or arising out of or in connection with any actual or threatened claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry by or against any Indemnified Party (a "Claim"), relating to the failure of [Supplier/Service Provider], [Supplier/Service Provider]'s Affiliates, [Supplier/Service Provider]'s Personnel or Associated Persons of the [Supplier/Service Provider]'s, or anyone acting for or at the direction of [Supplier/Service Provider], to comply with this Addendum.

(b) The Indemnified Parties shall be entitled, in their absolute discretion, to take such action as they may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any Claim (including without limitation, making claims or counterclaims against third parties). [Supplier/Service Provider] shall furnish the Indemnified Parties with such records, information and testimony, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnified Parties in connection therewith. [Supplier/Service Provider] hereby unconditionally and irrevocably agree and acknowledge that nothing in this Agreement shall require the Indemnified Parties to take any action to their detriment or which may damage the reputation of ACC (including its Affiliates and Associated Persons) while defending or prosecuting a Claim, including without limitation pleading guilty to criminal charges or admitting wrongdoing under any Applicable Law, agreement or instrument binding upon them.

(c) The indemnification rights of the Indemnified Parties under this Addendum are independent of, and in addition to, such other rights and remedies that the Indemnified Parties may have at law, under this Addendum, in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

### **7. Audits and Records**

During the term of the Agreement and for a period of [five years] after its termination or expiration, [Supplier/Service Provider] shall allow [ACC] and [ACC]'s designated representatives to audit, review and copy ("Audit") Addendum Records during regular business hours. [Supplier/Service Provider] shall provide [AHG] with access to Addendum Records to conduct an Audit within 24 hours after [Supplier/Service Provider]'s receipt of a request from [ACC]. [Supplier/Service Provider] shall cooperate fully and provide such assistance as is reasonably requested by [ACC] in connection with an Audit. For purposes of this Addendum,

"Addendum Records" means all information, including [Supplier/Service Provider] systems, relating to the subject matter of this Addendum.

#### **8. Post Termination Assistance**

During the term of the Agreement and for a period of [five years] after its termination or expiration, [Supplier/Service Provider] shall give reasonable assistance and cooperation to [ACC] and [ACC]'s Affiliates and designated representatives in relation to any police, judicial or regulatory investigation or enquiry in relation to any suspected bribery or corruption.

#### **9. Conflict with Agreement**

To the extent a provision of this Addendum conflicts with a provision of the Agreement, the Addendum provision shall prevail.

[Note to draft. Please have the following paragraph inserted in the main body of the relevant contract.]

Compliance with anti-bribery related Applicable Law

[Supplier/Service Provider] shall comply with any and all applicable anti-bribery laws and [ACC]'s prescribed anti-bribery requirements are set forth in the Anti-Bribery and Anti-Corruption Addendum, a copy of which is attached as Annexure [], and incorporated herein by reference.

**Attachment #1 to Appendix 3: PRIVACY NOTICE TO SUPPLIERS/SERVICE PROVIDERS**

With respect to the contract that is signed between you and **Acibadem City Clinic EAD and or its subsidiaries, jointly referred to as "ACC" or „ACC Group"** (the "Contract" and the "Company"), the Company collects, uses and discloses personal information relating to you or other natural persons for a variety of purposes, both during and after your engagement with the company. The Company is committed to ensuring that your personal information relating to the Contract is handled in accordance with all applicable data privacy laws.

**Natural persons whose personal data we process (data subjects)**

- (a) Your personal data, if you are a natural person (also sole trader);
- (b) Personal data of the natural person who signed the Contract on your behalf as your legal representative or proxy;
- (c) Other natural persons, except those in the two paragraphs above, that you are responsible for (eg. contact persons, liable person; other natural persons, for which you assign functions to regarding the Contract, etc.). When the personal data are not received by the data subject, you should provide the information of this notification to those persons, unless that requires disproportionate efforts.

**What information we process**

Part of the information that the Company uses (in both paper or electronic format), where appropriate and permitted by law, includes:

- (a) Your personal data, if you are a natural person and as far as you are a party to the contract, usually includes: name, and/or UIC, domicile and address of management, VAT registration data, other contact data (eg. phone number, email address), bank details data, the information associated with them and other financial information, and also other information regarding the legal relationship, established in the Contract.
- (b) The personal data of a representative natural person usually includes: name of the person and data regarding his representative power (eg. power of attorney data or information from a public register).
- (c) The personal data of natural persons that you are responsible for usually includes: name, address, contact details (phone number, fax, email address), information about the persons' position in your structure (position, responsibility), information submitted by you with due diligence of your activity.

**Purpose and legal basis for the data processing**

To fulfill our legitimate business interests: The company may process information that you have provided in furtherance of its own legitimate business interests, which shall include: **planning for, conducting and monitoring the business and our supplier contracts; establishing a representative authority to your representatives, where applicable; establishing business communication; internal analysis and market research; investigating allegations of misconduct; due diligence of your activity under Company Policies, where applicable, as well as the company's operations in cases of mergers and acquisitions; protection against legal claims, establishing and pursuing Company policies; resolving disputes.**

The company will only use your information for the purposes for which it was collected, unless we reasonably consider that we need it for another purpose that is compatible with the original

purpose. If we need to use your information for an unrelated but compatible purpose, we will notify you in advance of our use of your information and explain the legal basis for this.

Please note that if you fail to provide certain information when requested, we may not be able to sign (for example, if we are not able to properly identify you as a party and identify the representative authority of your representative) or perform the contract we have entered into with you (including our obligation to pay, if the Contract stipulates that), or we may be prevented from complying with our legal obligations to you or third parties (such as mandatory reporting, tax and accounting)

### **Security and data retention**

The Company maintains reasonable security measure to safeguard your information from loss, interference, misuse, unauthorized access, disclosure, alteration or destruction. The Company also maintains reasonable procedures to help ensure that such data is reliable for its intended use and is accurate, complete and current.

Your personal data will be retained only for so long as reasonably necessary for the purposes set above, in accordance with applicable laws. Personal data will be processed for a 5-year period after termination of the contractual relationship.

### **Disclosure and transfer of information**

You should be aware that in certain circumstances, the Company may need to disclose your personal information to other Acibadem City Clinic entities in European Union. Where it is consistent with the purposes outlined above, the Company may disclose your information to third parties who provide administrative and logistical support services to the Company, and provide services for the purpose of benefits management.

Recipients of your information may include potentially third parties with whom Acibadem City Clinic may merge with or acquire in the future. Such recipients of your information may be located in jurisdictions that are not recognized as having adequate information protection laws. The Company shall ensure that such transfers or disclosures are made in accordance with applicable laws.

Questions or concerns about the handling of your personal information by Acibadem City Clinic outside the European Union should in the first instance be addressed to [dpo@acibademcityclinic.bg](mailto:dpo@acibademcityclinic.bg)

### **Data subject rights**

In accordance with applicable law, data subjects may be entitled to objection or request restriction of processing of their information, and to request access to, correction, erasure, and portability of personal information relating to them. If you are aware of changes or inaccuracies in your information, you should inform us of such changes so that your information may be updated or corrected.

You may lodge a complaint with the relevant regulator if you consider that Company's processing of your information infringes applicable law. For Bulgaria this is the Commission for Personal Data Protection.

### **Changes to this notice**



The provisions of this notice may be altered by the Company from time to time. You will be informed for any alteration or addition.

**Contact information**

Data subjects may raise any issues regarding the processing of their personal information by contacting us at: [dpo@acibademcityclinic.bg](mailto:dpo@acibademcityclinic.bg)