



Request for the provision of external audit services 2025 - 2027

Atlas Insurance PCC Limited is inviting tenders for the engagement to audit the company's financial statements for the three years ending 31st December 2025 – 31st December 2027 in accordance with Article 16 of Regulation (EU) no. 537/2014 of the European Parliament and of the Council of 16 April 2014 as amended from time to time ("the EU Regulation"). The invitation for tenders will include the audit of the Solvency II balance sheet at company and group level as well as the statutory audits of the consolidated financial statements of its parent company as well as the financial statements of its subsidiary and active cells within the structure during and as at 31st December of the respective financial year.

Auditors and audit firms may advise their interest in the relevant invitation for tenders by 5pm on 17th May 2024 to the relevant contact person using the declaration form attached to this announcement.

The forms "Confirmation of Independence" and "Confidentiality acknowledgement" should also be sent to us, duly signed.

Please also indicate the responsible contact person(s) with contact address for the entire tendering process. Further information will be sent after the above-mentioned deadline to the audit firms who have advised their interest in participating.

Annex A Declaration of Participation

In the name of and on behalf of the audit firm (hereinafter referred to as “audit firm”) named below, we hereby confirm our participation in the invitation for tenders in respect of one or more than one of the Atlas companies listed below; further information will be provided in a later stage of this tender process:

Company name	Relationship to the public interest entity
Atlas Insurance PCC Limited and its cells*	Public interest entity
Atlas Holdings Limited	Parent company
Atlas Healthcare Insurance Agency Limited	Fully owned subsidiary and regulated entity
Eagle Star (Malta) Limited	Fully owned subsidiary
AISH Limited	Group company, consolidated by Atlas Holdings Limited

* Currently these comprise 7 active cells: the Autorama Cell, the Griffin cell, the TVIS Cell, the Gemini Cell, the L’Amie Cell, the Asservo Cell and the AM Cell.

In signing this declaration, we confirm that we have taken note of Atlas' conditions for submitting an offer as set out in this document. We additionally confirm acceptance of the following conditions of participation on behalf of all audit firms that are members of the network to which we belong:

1. Signature of the Confidentiality Acknowledgement and the Confirmation of Independence by 17th May 2024.
2. We will submit any queries in writing to the relevant contact person identified below. We understand that queries submitted through any other channel will not be answered. We will not contact you other than via the central mailbox.
3. We confirm that we have no pending matters arising from quality assurance reviews of our audit firm.

Name of audit firm:

Signature :

Name of signatory:

Date:

The following person is at your disposal as a central point of contact for Atlas:

Ivan Distefano

Group Internal Auditor

ivan.distefano@atlas.com.mt

Confirmation of Independence

The audit firm (hereinafter referred to as “audit firm”) named below intends to participate in the invitation for tenders for the audit engagement for one or more entities of Atlas Group (hereinafter referred to as “Atlas”).

We hereby confirm that we are familiar with the currently applicable Maltese and European requirements for the independence of auditors, any further relevant local independence requirements at locations at which Atlas entities operate, and the requirements of the IFAC – including the “cooling-in” requirements pursuant to Article 5 of Regulation (EU) no. 537/2014 of the European Parliament and of the Council of 16 April 2014 as amended from time to time (hereinafter referred to as “the EU Regulation”).

We also hereby confirm that we have no consultancy engagements at Atlas that would affect or impair our independence.

We additionally confirm that we are aware of the International Code of Ethics for Professional Accountants (including International Independence Standards) as issued by the International Ethics Standards Board for Accountants (the “IESBA Code”) and the relevant requirements of the Accountancy Profession (Code of Ethics for Warrant Holders) Directive issued pursuant to the Accountancy Profession Act, 1980 (Cap. 281), as amended. We undertake to comply with the obligations set out in the above-mentioned legal provisions should we be engaged as auditor(s).

We further confirm that our audit firm and all other audit firms belonging to the network of which we are a member will fulfil the above-mentioned independence requirements in good time.

We additionally confirm that in the event of our engagement as future auditors of one or more Atlas entities – and should a company for which we are not auditors but for which we render non-audit services within the meaning of Article 5 of the EU Regulation become a member of your Group – we undertake to inform you immediately on becoming aware of the takeover or merger giving rise to such a situation, and to cease to render the prohibited non-audit services without delay, and in any event within three months, without being requested by you to do so. We will submit the required confirmations of independence in good time.

A list of all engagements for non-audit services at Atlas entities, whether merely agreed or already scheduled – the provision of which will extend beyond 31st December 2024 – will be provided by us with the tender document.

Name of audit firm:

Signature :

Name of signatory:

Date:

CONFIDENTIALITY FORM

Atlas Insurance PCC Limited : Request for the provision of external audit services 2025 - 2027

Acknowledgement of the duty to maintain confidentiality in connection with the "Invitation to Tender for the Provision of Audit services to Atlas Insurance PCC Limited"

The audit firm (hereinafter referred to as "**the Tenderer**") named below is participating in the centrally organised selection procedure for the audit engagement of Atlas Insurance PCC Limited. The selection procedure includes Atlas Insurance PCC Limited (including its active cells namely the Autorama Cell, the Griffin cell, the TVIS Cell, the Gemini Cell, the L'Amie Cell, the Asservo Cell and the AM Cell), the parent company Atlas Holdings Limited, its subsidiaries Atlas Health Insurance Agency Limited and Eagle Star Malta Limited for which an audit is to be performed (hereinafter referred to as "**Atlas**"). During the tender process, Atlas will disclose confidential information to the Tenderer. In consideration of such disclosure, the Tenderer agrees to be bound by the following terms:

1. "**Confidential Information**" means all information, data, materials or knowledge made available to the Tenderer by Atlas in connection with the tender process. Confidential Information shall include any findings, analyses, compilations or documents made available or prepared by the Tenderer during the tender process that contain or otherwise reflect such information. Information will not be deemed to be Confidential Information if the Tenderer can prove that
 - a. the information was in the possession of the Tenderer prior to its disclosure in connection with the tender process;
 - b. the information was lawfully made available to the Tenderer by a third party that is under no obligation of confidentiality to Atlas;
 - c. the information was or becomes publicly available other than as a result of disclosure by the Tenderer in violation of this agreement;
 - d. the information was independently compiled by the Tenderer without the use of, or reference to, any Confidential Information.
2. The Tenderer undertakes to maintain strict confidentiality in respect of all Confidential Information, regardless of whether the Confidential Information was transmitted or made available in writing, verbally, electronically or in any other form. Information on the tender process must also be treated as confidential.
3. The Tenderer undertakes to use the Confidential Information solely for the purpose of drawing up its tender documentation for submission to Atlas; any other rights of use or exploitation are expressly excluded.
4. The Tenderer further undertakes not to disclose any Confidential Information to any person other than such of its directors, officers, employees, or professional advisors, or such of its affiliates as need to possess the Confidential Information in connection with the preparation of the tender documentation for Atlas. The Tenderer shall ensure that the persons to whom it discloses or otherwise makes available Confidential Information according to the stipulations above have signed

a confidentiality agreement which contains provisions as stipulated herein and/or are bound by professional secrecy laws to hold such information in strict confidence. Prior to disclosure of Confidential Information, the Tenderer shall advise the recipient of the Confidential Information of the confidential nature thereof. The Tenderer assumes full liability for any breaches of the provisions of this agreement by persons to whom it discloses or otherwise makes available Confidential Information.

5. The Tenderer may pass on Confidential Information where disclosure is required as a result of a subpoena or official request from any competent judicial, administrative, legislative or regulatory authority or body. In this case, the Tenderer shall as far as is reasonably possible provide Atlas with prior notice – otherwise without undue delay – so that Atlas may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter (hereinafter referred to as “Acknowledgement”).
6. The disclosure of Confidential Information by Atlas pursuant to this Acknowledgement shall not confer on the Tenderer any rights (including any intellectual property rights) in respect of the Confidential Information beyond those specified in this Acknowledgement.
7. The Tenderer undertakes to promptly return to Atlas, or destroy, or delete to the extent technically possible, all Confidential Information
 - a. immediately after having received a corresponding written request from Atlas, or
 - b. without being so requested, at the end of the tender process, or after withdrawal from the tender process without an audit engagement having been granted to the Tenderer.
8. This shall apply to all copies, extracts or other reproductions that contain Confidential Information, including any documentation produced by the Tenderer and/or recipients (including on data carriers). Upon request, the Tenderer shall confirm the destruction and/or deletion of Confidential Information in writing to Atlas. Confidential Information shall be returned, destructed and/or destroyed in the safest way possible using current state-of-the-art technology as far as this is possible and reasonable for the Tenderer. The Tenderer shall be entitled to assert a right of retention only in respect of counterclaims which are undisputed or recognised by declaratory judgement.
9. The Tenderer agrees that its obligations hereunder shall continue to apply for 10 years after the end of the tender process or, as the case may be, for 10 years after the Tenderer’s withdrawal from the tender process.

Name of audit firm:

Signature :

Name of signatory:

Date: