

## **PARTNERSHIP CLAUSE**

### **1. *Management system*<sup>1</sup>**

The Contractor undertakes to adopt, for its organization, an efficient management system able to prevent specific crimes in Slovakia and abroad, including undue collection of grants, financing or other distribution from the State or other public entity, State or other public entity fraud, aggravated fraud for obtaining public grants, State or other public entity computer fraud, bribery to achieve misfeasance, bribery to achieve malfeasance, bribery in judicial acts, inducement to bribery, extortion, embezzlement against the State or other public entity.

### **2. *Payment systems***

In the performance of the activities under the contracts with the Company Slovenské elektrárne, a.s., the Contractor undertakes to make payments exclusively through the means that allow to identify the recipient (non-transferable cheques, bank transfers, etc.), avoiding cash payments or payment in kind.

### **3. *Gifts and benefits***

During the performance of the activities under the contracts with the Company Slovenské elektrárne, a.s., the Contractor undertakes to not give any form of gift, which may be interpreted as an excess of usual commercial practice or a form of, or otherwise aimed to obtain preferential treatments for the performance of any activity that may be connected with the Company Slovenské elektrárne, a.s.. In particular, any form of gift to Slovak and foreign government officials or to their relatives, which may affect the independence of opinion or lead to ensure any advantage whatsoever, is prohibited.

This provision, which shall not be departed either with regard to those Countries where giving valuable gifts to commercial partners is customary, concerns both gifts promised or offered and gifts received, where a gift shall mean any kind of benefit (free admittance to conferences, promise of a job, etc.). In any case, the Supplier undertakes to refrain from any practices that are not permitted under the Law, commercial practice or codes of ethics – if known – of the companies or entities it has business relationship with, and otherwise from practices that are in conflict with the Code of Ethics and the Zero Tolerance of Corruption Plan, as herein considered.

The offered gifts – with the exception for gifts of small value – shall be adequately documented; the documentation shall be made available to the Company Slovenské elektrárne, a.s., upon request.

### **4. *Relationship with political parties or public organizations***

The Contractor shall refrain from making direct or indirect pressure on political representatives (for instance, by giving own facilities, accepting proposed job applicants, consulting agreements) in States where it is carrying on business activities in the interest of the Company Slovenské elektrárne, a.s.

The Contractor is obligated to promptly communicate, if requested by Slovenské elektrárne, a.s., the amount of funding and the list of financed parties or political organizations<sup>2</sup>.

### **5. *Activities assigned to third parties, assignment of the Contracts***

The relationships with government officers, and/or anyhow with the public administration in respect of the activities under the agreements with the Company Slovenské elektrárne, a.s., may only be managed by the employees of the Contractor, unless otherwise provided by a prior written consent of the Company Slovenské elektrárne, a.s.

### **6. *Reimbursement of expenses***

The expenses shall be supported by documents which allow a reconstruction of reasons for expenses and payees in line with the provisions of the Contracts.

### **7. *In-house contact persons for performing the assignment***

---

<sup>1</sup> The clause is not applicable in case of contract with an individual without co-operators/staff.

<sup>2</sup> The provision shall be applied to the contracts where the contractor will perform activities in developing countries and in the Middle East.

The in-house contact person of the Company Slovenské elektrárne, a.s. responsible for the performance of the control activities hereunder, including the herein mentioned authorizations is **Ing. Richard Bíro, Manager of Integrated Management System**, or a person appointed by him in writing. Any change with reference to the contact person shall be notified in writing only by the proxy holder authorized to execute agreements.

### **8. Managing activities**

The Company Slovenské elektrárne, a.s. or one of its subsidiaries may perform inspections exclusively aimed to verify the compliance with these Terms and Conditions. The Contractor is obliged to make available all the documentation that the Company Slovenské elektrárne, a.s. deems to be helpful. This documentation shall include:

- the invoices,
- the original documentation,
- the expenses' receipts,
- the relevant accounting and management records,
- the consulting agreements and sub-contracts.

### **9. No conflict of interest**

The Contractor declares that it has not performed any activities that present a conflict of interest with reference to this Contract.

<sup>3</sup> In any case, the Contractor who is an entrepreneur declares that:

- it has not been in charge of any public / government office or entrusted with a public service mission in the last 24 months for activities that involved, directly or indirectly the Company Slovenské elektrárne, a.s. [e.g. issuance of concessions, public inspections of any kind, etc). Equally, as far as the Contractor knows, these activities have not been carried out by their close persons <sup>4</sup>.
- it has not been found guilty in the last 5 years of any crime:

a/ according to Criminal Code No. 300/2005 Coll.:

- Subvention fraud (§ 225);
- Falsification of data of economic and business records (§ 259/1d – publication of untrue or grossly distorted data or concealing compulsory data about significant facts in statement, report, in entry data input into computer or other basic documents serving for control of use of grant, subvention or other payment from state budget, from budget of public institution, from budget of state fund);
- Corruption (§ 328 – 336 Accepting bribes, Bribery, Indirect corruption);

b/ according to Criminal Code No. 140/1961 Coll. as amended:

- Falsification of data of economic and business records (§ 125/1c - publication of untrue or grossly distorted data or concealing compulsory data about significant facts in statement, report, in entry data input into computer or other basic documents serving for control of use of grant, subvention or other payment from state budget, from budget of public institution, from budget of state fund);
- Corruption (§ 160 – 163a Accepting bribes or other undue/inappropriate advantages, Bribery, Indirect corruption);
- Subvention fraud (§ 250b);

c/ according to the Criminal Code laws of domicile of partner:

- similar criminal acts as listed under letter a/ or b/ of this point;

<sup>5</sup> In any case, the Contractor declares that:

- the statutory body/representative, the managing director <sup>6/</sup> the directors <sup>7/</sup> the shareholders <sup>8</sup> and their close persons <sup>9</sup> have not been in charge of any public/ government office or entrusted with a public service

---

<sup>3</sup> For an individual.

<sup>4</sup> Close person – according to § 116 of the Civil Code – a relative in direct row, sibling and husband/wife; other persons in family or similar relation are considered as persons close to each other, if some harm suffered by one of them is reasonably considered by the other one as his/her own harm. In the case of a partner with registered office abroad – “close person“ according to the laws of partner’s domicile.

<sup>5</sup> For a legal entity.

<sup>6</sup> For a joint-stock company.

<sup>7</sup> For a limited liability company.

mission in the last 24 months for activities that involved, directly or indirectly the Company Slovenské elektrárne, a.s. (e.g. issuance of concessions, public inspection of any kind, etc);

- the statutory body/representative, the managing director <sup>10/</sup> the directors <sup>11/</sup> the shareholders <sup>12</sup> directly involved in activities with the Company Slovenské elektrárne, a.s. have not been found guilty in the last 5 years of any crime:

a/ according to Criminal Code No. 300/2005 Coll.:

- Subvention fraud (§ 225);
- Falsification of data of economic and business records (§ 259/1d – publication of untrue or grossly distorted data or concealing compulsory data about significant facts in statement, report, in entry data input into computer or other basic documents serving for control of use of grant, subvention or other payment from state budget, from budget of public institution, from budget of state fund);
- Corruption (§ 328 – 336 Accepting bribes, Bribery, Indirect corruption);

b/ according to Criminal Code No. 140/1961 Coll. as amended:

- Falsification of data of economic and business records (§ 125/1c - publication of untrue or grossly distorted data or concealing compulsory data about significant facts in statement, report, in entry data input into computer or other basic documents serving for control of use of grant, subvention or other payment from state budget, from budget of public institution, from budget of state fund);
- Corruption (§ 160 – 163a Accepting bribes or other undue/inappropriate advantages, Bribery, Indirect corruption);
- Subvention fraud (§ 250b);

c/ according to the Criminal Code laws of domicile of partner:

- similar criminal acts as listed under letter a/ or b/ of this point;

The Contractor in any case declares, that in administrative action by administrative body no fines were set to it for breach of obligations arising from special legal enactments (administrative delinquency).

### ***10. Crime against individuals***

<sup>13</sup> In any case, the Contractor who is an entrepreneur declares it has not been found guilty of any intentional crime against individual or individuals:

a/ according to Criminal Code No. 300/2005 Coll.

b/ according to Criminal Code No. 140/1961 Coll. as amended

c/ according to the Criminal Code laws of domicile of partner

- similar criminal acts as listed under letter a/ or b/ of this point;

<sup>14</sup> In any case, the Contractor declares that:

- the statutory body/representative, the managing director <sup>15/</sup> the directors <sup>16/</sup> the shareholders <sup>17</sup> directly involved in activities with the Company Slovenské elektrárne, a.s. have not been found guilty of any intentional crime against individual or individuals:

a/ according to Criminal Code No. 300/2005 Coll.

b/ according to Criminal Code No. 140/1961 Coll. as amended

c/ according to the Criminal Code laws of domicile of the Contractor

<sup>8</sup> For a business partnership.

<sup>9</sup> Close person – according to § 116 of the Civil Code – a relative in direct row, sibling and husband/wife; other persons in family or similar relation are considered as persons close to each other, if some harm suffered by one of them is reasonably considered by the other one as his/her own harm. In the case of a partner with registered office abroad – “close person“ according to the laws of partner’s domicile.

<sup>10</sup> For a joint-stock company.

<sup>11</sup> For a limited liability company.

<sup>12</sup> For a business partnership.

<sup>13</sup> For an individual.

<sup>14</sup> For a legal entity.

<sup>15</sup> For a joint-stock company.

<sup>16</sup> For a limited liability company.

<sup>17</sup> For a business partnership.

- similar criminal acts as listed under letter a/ or b/ of this point;

### ***11. Clause against bribery***

The Contractor declares to take note of the commitments of the Company Slovenské elektrárne, a.s. within the scope of struggle against corruption and he undertakes not to promise, offer or demand for unlawful payment during the performance of this contract in the interest of the Company Slovenské elektrárne, a.s. and/or for the benefit of its employees.

### ***12. Termination of the Contracts***

The breach of any of these clauses by the Contractor or conviction of the Contractor who is an entrepreneur<sup>18</sup> or the statutory body/representative, the managing director<sup>19</sup>/ the directors<sup>20</sup>/the shareholders<sup>21</sup> of the Contractor directly involved in activities with the Company Slovenské elektrárne, a.s. for the above mentioned crimes is considered as fundamental breach of obligations arising from the contracts and entitle the company Slovenské elektrárne, a.s. to withdraw from the contracts with immediate effect in accordance with § 345 art. 2 of Slovak Republic's National Council's Act number 513/2001 Coll. Commercial Code in the wording of later amendments with an eligibility for compensation of any damage caused to the company Slovenské elektrárne, a.s., including reimbursement of sanctions imposed by public bodies.

In case of withdrawal from the contracts before the end of effect of the contracts the Contractor must adhere to the instructions issued by the company Slovenské elektrárne, a.s., regarding the activities, which must be finished before the date of their termination.

### ***13. Amendments to the terms and conditions of this Partnership Clause***

These terms and conditions shall supersede any and all prior agreements on the matter and may be mutually amended by the parties, in writing only.

---

<sup>18</sup> For an individual.

<sup>19</sup> For a joint-stock company.

<sup>20</sup> For a limited liability company.

<sup>21</sup> For a business partnership.