

### ANNEX 3 ANTICORRUPTION CLAUSE

In connection with the execution and performance of the obligations under this contract, the Mandatory agrees that:

- a) each person acting on his behalf shall refrain from any activity that has the character of Corruption or Corrupt Conduct, or providing the gifts to any employee or statutory representative of Ministry or persons related to them, or a person acting on behalf of Ministry, with the aim of speeding up the common activities of Ministry or negotiating benefits for itself or any other person who participates in the conclusion or performance of this contract;
- b) in case of legitimate suspicion that any person or entity acting on his behalf has, directly or through an intermediary, participated in Corruption or Corrupt Conduct or other illegal activity in connection with the conclusion or performance of this contract or has promised, offered or provided a gift or other improper advantage, in anticipation of an advantage in obtaining, maintaining or implementing contractual relations with the Ministry, the Mandatory shall immediately report this fact to the competent authority, or in case of doubt about the circumstances of such legitimate suspicion, this fact to the anticorruption line of the Ministry, which is published on the website of Ministry at <https://www.mhsr.sk/ministerstvo/prevenicia-korupcie>;
- c) in the event that Ministry notifies it, that it has a legitimate suspicion of a breach of any provision of this clause, Mandatory is obliged to provide the necessary cooperation in clarifying the suspicion, including all necessary documents. Ministry can take the necessary measures to protect its good reputation. Failure to cooperate in the clarification of this Reasonable Suspicion is reason for terminating this contract;
- d) in proven event that the Mandatory participated directly or through an intermediary in Corruption or other illegal activity in connection with the conclusion or performance of this contract, the Ministry is entitled, even without prior notice, to terminate this contract with immediate effect without the Mandatory incurring any liability for MH SR's termination of this Contract, unless otherwise agreed. The Mandatory undertakes that if it is proven that it has breached the provisions of this clause, Mandatory will compensate Ministry to the maximum extent possible or compensate the costs incurred in connection with the breach of this anticorruption clause.

#### **Definition of terms:**

**Corruption** means offering, promising, providing, accepting or demanding an unjustified advantage of any material or non-material value, directly or through an intermediary, in connection with the procurement of a matter of general interest or in violation with valid legal regulations, as well as a bribe or reward for a person to act or refrain from acting in connection with the performance of his duties, exercise of powers, profession or function. In accordance with the Anticorruption Policy of the Slovak Republic and the United Nations Convention against Corruption, the term corruption also includes abuse of power or position for their own benefit or for the benefit of other persons.

**Corrupt Conduct** is understood as actions harming the public interest, in particular abuse of power, authority, influence or position, incitement to such abuse, clientelism, nepotism, patronage, blackmail, prioritizing personal interest over public interest when performing official or professional tasks, providing and receiving undue advantages without a

legitimate claim to the provision of a quid pro quo (so-called "corrupt behaviour"), misappropriation of public resources, expressions that can reasonably be assumed to indicate the person's intention to be a participant in a corrupt relationship.

**A related person** means a close person according to § 116 of Act No. 40/1964 Coll. Civil Code as amended; a member of a certain political party of which the employee is or has been a member; natural person, legal person and their association, with which the employee maintains or has maintained business relations, or of which he is or has been a member; a legal person in which the employee has a direct or indirect ownership interest or a personal connection through close associates; natural and legal person from whose activity the employee benefits; or another person whom the employee knows based on previous professional or other relationships and these relationships between the employee and the person concerned raise legitimate concerns about the employee's impartiality.

**Legitimate suspicion** means the initiation of criminal prosecution pursuant to § 199 of Act No. 301/2005 Coll. On Criminal Code as amended, or according to § 23 of Act No. 91/2016 Coll. on the criminal liability of legal entities and on the amendment of certain laws as amended.

**Proof** means a valid decision of the competent authority on the merits of the matter.