

Annex No. 3  
Anti-corruption Clause

### Anti-corruption Clause

In connection with the conclusion and performance of obligations under this Agreement, the Contracting Party undertakes that:

- a) Any person acting on their behalf shall refrain from any activity that has the character of corruption or corrupt behaviour, or the provision of gifts to employees or legal representatives of SLOVAKIA TRAVEL or their affiliated persons or to a person acting on their behalf on behalf of SLOVAKIA TRAVEL to accelerate the normal activities of SLOVAKIA TRAVEL or obtain benefits for themselves or another person involved in the conclusion or implementation of this Agreement,
- b) in the case of reasonable suspicion that a natural or legal person acting on its behalf, directly or through an intermediary, has been involved in corruption, corrupt conduct or other unlawful activities related to the conclusion or performance of this Agreement, or has promised, offered or provided a gift or other improper advantage, in anticipation of an advantage in obtaining, maintaining or performing contractual relations with SLOVAKIA TRAVEL, the Contracting Party shall immediately report this circumstance to the competent authority, or in the case of doubt about the circumstances of such reasonable suspicion, report this circumstance to the e-mail address: [antikorupcia@slovakia.travel](mailto:antikorupcia@slovakia.travel),
- c) If SLOVAKIA TRAVEL informs the Contracting Party that it has reasonable suspicions of the violation of any provision of this clause, the Contracting Party is obliged to provide the necessary cooperation in clarifying the suspicion, including all necessary documentation. SLOVAKIA TRAVEL may take the necessary measures to protect its reputation. Failure to cooperate in dispelling such reasonable suspicion is grounds for termination of this Agreement.
- d) If it is proven that the Contracting Party, directly or through an intermediary, has been involved in corruption or other unlawful activities in connection with the conclusion or performance of this Agreement, SLOVAKIA TRAVEL is entitled to withdraw from this Agreement with immediate effect without prior notice. The Contracting Party shall not be entitled to any liability for the withdrawal of SLOVAKIA TRAVEL from this Agreement unless otherwise agreed. The Contracting Party undertakes to compensate SLOVAKIA TRAVEL to the greatest extent possible in the event of a proven violation of a provision of this clause or to reimburse the costs incurred in connection with the breach of this Anti-corruption Clause.

Definition:

**Corruption** is defined as offering, promising, granting, accepting or demanding an unjustified advantage of material or immaterial value, acting or refraining from acting, directly or through an intermediary, in connection with the procurement of a matter of public interest or in violation of applicable legal provisions, as well as a bribe or remuneration to a person who acts or refrains from acting in connection with the performance of his duties, exercise of powers, profession or function. The term corruption also includes the abuse of power or position for one's own benefit or the benefit of other persons.

**Corruption practices** are understood to mean actions that harm the public interest, in particular the abuse of power, authority, influence or position, incitement to such abuse, clientelism, nepotism, patronage, extortion, prioritisation of personal interest over public interests in the performance of official or work duties, provision and receipt of unlawful benefits without legitimate claim to the provision of anything in return (so-called bribery), embezzlement of public funds, statements by which it can reasonably be assumed that the person expresses their intention to participate in a corrupt relationship.

**Related party** is defined in Section 116 of Act No. 40/1964 Coll., the Civil Code, as amended, to be a close person; a member of a particular political party of which the employee is or was a member; a natural person, a legal entity and their association with whom the employee has or has had business relations or of which they are or was a member; a legal entity in which the employee has a direct or indirect shareholding or a personal connection through close persons; a natural person and a legal entity from whose activities the employee benefits; or another person whom the employee knows from previous professional or other relationships, and these relationships between the employee and the person concerned give rise to legitimate concerns about the employee's impartiality.

**Reasonable suspicion** means the initiation of criminal prosecution under Section 199 of Act No. 301/2005 Coll., the Criminal Code, as amended, or Section 23 of Act No. 91/2016 Coll., on Criminal Liability of Legal Entities and on Amendments to Certain Laws.

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