



Corporate Social Responsibility and Anti Corruption Clause

(Valid as of: 15.11. 2013)

(1) Slovak Telekom, a. s. ("ST") has designed core principles and values which demonstrates ST's willingness to share its business ethics, social and environmental commitments with its suppliers: such principles and values are outlined in the documents "Code of Conduct" and "Social Charter", available at "www.suppliers.telekom.de". ST requires the Supplier and Supplier's sub-contractors to adhere to the Code of Conduct and the Social Charter.

(2) In particular, the Supplier undertakes to comply with and to cause its sub-contractors and any person under its control, to comply with all applicable national, European and international rules relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights, environmental protection, sustainable development and bribery, as it is described in the ST policies mentioned in section (1) and set out in the respective purchasing agreement..

(3) At the request of ST, the Supplier shall inform ST of the measures adopted to ensure compliance with the Rules. From time to time, ST shall be entitled, by itself or through a third party auditor nominated by it, to audit Supplier and its sub-contractors, in order to control Supplier's conformity with the Rules.

(4) The Supplier agrees to take all necessary measures to prevent and to sanction any case of active or passive corruption, both in the public and private sectors. Active corruption means offering, promising and granting a benefit for purposes of influencing an act or decision and/or inducing a person to perform improperly their duty. Passive corruption means requesting, agreeing to receive or accepting benefits intending that, in consequence, an act or decision should be influenced a decision or a duty should be performed improperly. A benefit refers to any conflict of interest and/or consideration to which the recipient has no entitlement and which objectively improves his or her financial, legal or personal situation. A benefit may come in various forms such as catering, the financing of travel expenses, holiday invitations, advertising gifts, material gifts, monetary gifts, invitations to meals or events, discounts, rewards, special privileges,

or disproportionately high remuneration. The Supplier understands that ST may request information and documents from the Supplier in order to verify compliance with the anti-corruption provisions above mentioned and agrees to provide all such information on a timely basis.

(5) ST within the framework of their corporate responsibility wants to promote an improvement of the environmental performance of the Deliverables, and especially a decrease of energy consumption. Therefore, the Supplier shall offer equipment with high energy efficiency, compliant with advanced international efficiency standards as e.g. the EU Codes of Conduct in their latest available version. Additionally the Supplier agrees to supply to ST relative information concerning the energy consumption, its equipment manufacturing and logistics in order to assess and measure the CO₂ impact.

(6) Regarding the composition, the Supplier shall provide notably to ST all necessary information regarding substances composing the Deliverables and its packaging and/or other specific information. As a consequence, the Supplier may be asked by ST:

- to provide company and/ or product carbon footprint covering at least manufacturing, transportation, use and end of life phases; and/ or
- to fill in some questionnaires aiming at collecting environmental data.

(7) The Supplier agrees that ST will use parts or whole of the above information for its customers. The conditions of the information transmission will be defined later by written agreement.

The Supplier shall also fully comply with and fulfill all rules regarding the manufacturer's responsibility that might exist for the Deliverables whatever the country of delivery. The Supplier will demonstrate before ST its compliance with these obligations and will provide ST on its own initiative, on the time of delivery the latest, with all documentation required by law as in particular with all necessary declarations of conformity.

(8) Regarding the Collection and Treatment of Waste Electrical and Electronic



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Equipment (WEEE), the Parties agree that the status of the equipment at end of life will be defined in the Agreement.

(9) The Supplier also agree that the he will met all requirements as defined in Act no 223/2001 Coll on Collection of waste.

(10) Regarding the EC Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), the Supplier undertakes to provide notably to ST all the necessary information regarding substances composing the Deliverables.

(11) For Reduction of Hazardous Substances (RoHS), the Supplier undertakes to ensure the compliance of all Deliverables whatever the country of delivery under the RoHS EC Regulation.

(12) For the avoidance of doubt, the foregoing shall not modify, limit or waive any specific obligations of the Supplier as set out in the relevant purchasing agreement.

(13) In the event of a failure to comply with the Rules, ST is entitled to claim contractual penalty in amount 10.000 EUR per each case of breach of obligation according to this CSR Clause. The penalty shall be without prejudice to the ST's claim against the Supplier for compensation of the loss suffered by the Supplier as a result of a violation of obligations pursuant to Paragraph 1. ST has the right to issue an invoice for contractual penalty without undue delay after breach of such contractual obligation. The invoice for contractual penalty is due within 14 days after invoice issue date.