



Anti corruption clause

<Contracting party> is aware of Makedonski Telekom AD - Skopje obligation to comply with the anti-corruption rules relevant to the contracting parties and represents that it will not use money or other consideration paid by Makedonski Telekom AD - Skopje for unlawful purposes, including purposes violating the Law on the Prevention of Corruption and Conflict of Interest of Republic of North Macedonia, such as corruptly making or causing to be made direct or indirect unlawful benefits (including but not limited to cash, discount, overpayment, contribution, commission etc...) to any public official/office* in order to assist Makedonski Telekom AD - Skopje or anyone acting on their behalf in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

< Contracting party > hereby declares that

- its members, officers, owners and employees are not public officials/offices; and
- does not and will not employ or otherwise corruptly compensate or offer to compensate any public officials/offices, or corruptly make or cause another to make any direct or indirect unlawful benefits to any public officials/offices, for the purpose of influencing or inducing any decision for the benefit of Makedonski Telekom AD - Skopje; and
- it will not employ any sub-contractor, consultant, agent or representative in connection with this Agreement without a thorough documented examination of his person, reputation and integrity, and
- it will not employ any subcontractor, consultant, agent or representative who does not comply with the anti-corruption rules and in case any such violation comes to its attention it informs Makedonski Telekom AD - Skopje immediately,

Partner shall cooperate to a reasonable extent with Makedonski Telekom AD - Skopje

- in case of any misuse with regards to proceedings relating to compliance with applicable laws and regulations especially compliance with anti-corruption regulations where Makedonski Telekom or the Contracting Party is affected and/or
- in case corruption related suspicion arise either Parties have information regarding such suspicion

Additional paragraph in the Provision regulating termination of the contract

- Makedonski Telekom AD - Skopje may immediately terminate this Agreement if the <Contracting party> violates the Law on the Prevention of Corruption and Conflict of Interest of Republic of North Macedonia and the provisions defined in the anti-corruption clause.

*Public official includes

- officers, office holders or employees of (i) a government or any department, agency, or instrumentality thereof (legislative, administrative and judicial), (ii) a regional governmental body, local municipalities or (iii) a public international organization;
- persons acting in an official capacity or exercising a public function for or on behalf of any such government or department, agency, or instrumentality thereof, regional governmental body or public international organization;
- officials of a political party (or the political party as a whole);
- candidates for public office;
- officials of international public organizations, such as the United Nations or the World Bank;
- individuals who have functional authority as an official, but are not actually in the employment of the public office;
- consultants and special advisors to public offices or public officials;
- officers and employees of state-owned enterprises and institutions, even those operating in a commercial capacity, including hospitals, health facilities and universities;

Public office includes: Central or regional, state, governmental, local governmental (including the decentralised organizations operating under supervision of the government) or international, legislative, administrative or judicial organization