

KYC questionnaire
to the contract No. _____ (hereinafter the "Contract")

Business name: _____
 Registered seat / Address: _____
 Registered in the register: _____
 Company Registration Number: _____
 State, where the entity was established: _____
 Acting through / represented by (provide name, surname, position): _____
 (hereinafter referred to as the "Company")

herby takes note of the fact that:

Slovenské elektrárne, a.s. company, (hereinafter referred to as "SE") requires its partners to strictly comply with international sanctions or restrictive measures applied by the Slovak Republic, the European Union, the United Nations, the USA, the United Kingdom of Great Britain and Northern Ireland, the Czech Republic, Italy and any other countries or organizations listed in the lists of sanctioning authorities published/updated on the website www.seas.sk in the bookmark [Medzinárodné sankcie](#) (hereinafter the "Sanctions").

Meeting these SE requirements includes also complete and truthful filling-in of this questionnaire, including its annex (if applicable). The Company shall be obliged to **fill-in the KYC questionnaire annex** (provided **BELOW**) if, for any of the statements below, it marks an answer other than "We confirm correctness of the statement" or "No significant subcontractor involved" and, if the performance includes a delivery of goods and it marks an answer other than "The statement applies".

A breach of obligations arising from Sanctions may result in a breach of the Company's contractual obligations towards SE as well as the applicable legislation. The Company shall be aware of the arising consequences, including a possible liability of its representatives or employees.

After due assessment, the Company provides its declaration on word of honour on all the above-mentioned facts:

(Instructions for filling-in: Mark the correct statement with a crossed box in the appropriate statement for each individual statement. Filling-in of each item below is mandatory.)

1. Neither the Company, nor:

- any ultimate beneficial owner of the Company,
- any significant shareholder of the Company¹, nor any
- of the members of a statutory body, or any other above-mentioned entity

is a person listed on the sanction list kept under any Sanction, they have not their registered seat, nor a place of their business, nor income and nor ongoing business activities in the territory of a sanctioned state or territory², they are not subject to orders, prohibitions, restrictions or any other measures resulting from the Sanctions, and they are not otherwise targeted by them (i.e. they are not a so-called sanctioned person).

☐ We confirm correctness of the statement

☐ Sanctioned person identified

2. The Company will use neither any subcontractor³, nor any other entity to perform the Contract (nor for the use of capacities in connection with the performance of the Contract).

- if more than 10% of the value of a contract is accounted to them under the Contract
- and at the same time, they would have a relevant connection to Russia⁴.

¹ Significant shareholder, who directly or indirectly owns or otherwise controls more than 50% of business shares or stocks (or a subcontractor – for the purposes of the statement in item 4 below).

² Countries and territories published on the website www.seas.sk in the bookmark [International sanctions](#).

³ A subcontractor is any person or contracting partner of the Company, who participates in performance of the Company's duties towards SE under the Contract, except of an employee of the Company. A self-employed person is considered as a subcontractor.

⁴ In compliance with 5k, (1) of Council Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended.

☐ We confirm correctness of the statement	☐ A subcontractor will be used or capacities of some other entity, that meet both above mentioned criteria												
3. Neither concluding nor performance of the Contract will cause a breach of Sanctions.													
☐ We confirm correctness of the statement	☐ Risk of breach of Sanctions identified												
4. No significant subcontractor ⁵ known to the Company as to the date of this declaration involved into the Contract performance, nor: - no ultimate beneficial owner of such a significant subcontractor - no significant shareholder of such a significant subcontractor, nor any - member of a statutory body of such a significant subcontractor, nor any other above-mentioned entity they are not a person listed on the sanction list kept under any Sanction, they have not their registered seat, nor a place of their business, nor income and nor ongoing business activities in the territory of a sanctioned state or territory, they are not subject to orders, prohibitions, restrictions, or any other measures resulting from the Sanctions, and they are not otherwise targeted by them (i.e. they are not a so-called sanctioned person). ☐ We confirm correctness of the statement ☐ Sanctioned person identified ☐ No significant subcontractor involved Regarding the statement in item 4, the Company does not need to take into account subcontractors, who are retailers with their registered seat in the Slovak Republic and who are assigned any part of the Contract performance of the total value lower than EUR 10,000 (individually). PLEASE NOTE: The Company takes note of the fact that the Company's obligations under the Contract regarding compliance with the Sanctions, are fully applicable to any of the Company's subcontractors, regardless of whether or not they are the subject of this statement.													
5. The Contract performance includes (also) delivery of goods. ☐ We confirm correctness of the statement ☐ We don't deliver any goods in Contract performance If you have confirmed that Contract performance includes (also) delivery of goods, please fill-in also all the statements below. The statements a) to c) only apply to the goods known to the Company as to date of this declaration. PLEASE NOTE: The Company takes note of the fact that obligations under the Contract regarding ensuring compliance with the Sanctions are fully applicable to any goods, which will be chosen or otherwise identified for the purpose of performance of this Contract even after the date of this declaration. <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 60%; vertical-align: top; padding: 5px;">a) The country of origin⁶ of all the goods delivered is EÚ.</td> <td style="width: 20%; text-align: center; vertical-align: top; padding: 5px;">☐ The statement applies.</td> <td style="width: 20%; text-align: center; vertical-align: top; padding: 5px;">☐ The statement does not apply.</td> </tr> <tr> <td style="vertical-align: top; padding: 5px;">b) None of the goods supplied are imported from a country outside the EU.</td> <td style="text-align: center; vertical-align: top; padding: 5px;">☐ The statement applies.</td> <td style="text-align: center; vertical-align: top; padding: 5px;">☐ The statement does not apply.</td> </tr> <tr> <td style="vertical-align: top; padding: 5px;">c) None of the goods supplied are dual-use goods⁷.</td> <td style="text-align: center; vertical-align: top; padding: 5px;">☐ The statement applies.</td> <td style="text-align: center; vertical-align: top; padding: 5px;">☐ The statement does not apply.</td> </tr> <tr> <td style="vertical-align: top; padding: 5px;">d) As to the date of this declaration, the Company can identify all goods that are to be part of the performance of the Contract according to the current wording.</td> <td style="text-align: center; vertical-align: top; padding: 5px;">☐ The statement applies.</td> <td style="text-align: center; vertical-align: top; padding: 5px;">☐ The statement does not apply.</td> </tr> </table>		a) The country of origin ⁶ of all the goods delivered is EÚ.	☐ The statement applies.	☐ The statement does not apply.	b) None of the goods supplied are imported from a country outside the EU.	☐ The statement applies.	☐ The statement does not apply.	c) None of the goods supplied are dual-use goods ⁷ .	☐ The statement applies.	☐ The statement does not apply.	d) As to the date of this declaration, the Company can identify all goods that are to be part of the performance of the Contract according to the current wording.	☐ The statement applies.	☐ The statement does not apply.
a) The country of origin ⁶ of all the goods delivered is EÚ.	☐ The statement applies.	☐ The statement does not apply.											
b) None of the goods supplied are imported from a country outside the EU.	☐ The statement applies.	☐ The statement does not apply.											
c) None of the goods supplied are dual-use goods ⁷ .	☐ The statement applies.	☐ The statement does not apply.											
d) As to the date of this declaration, the Company can identify all goods that are to be part of the performance of the Contract according to the current wording.	☐ The statement applies.	☐ The statement does not apply.											
6. We conclude and shall perform the Contract exclusively in our behalf and at our account.													

⁵ A significant subcontractor is a subcontractor, who participates on performance of Company's obligations towards SE under the Contract by supplying (i) whole goods, which is part of the performance under the Contract (packing of the goods is not taken into account), or (ii) any key component ensuring operability or required properties of the goods and/or (iii) any part of services and/or works, which are part of the performance of the Contract.

⁶ The country of origin is the country, where the goods were produced.

⁷ Dual-use goods are goods listed in Annex I or Annex IV to Regulation (EU) No. 2021/821 of the European Parliament and of the Council as of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast), as amended.

☐ We confirm correctness of the statement

☐ The above statement does not apply.

If you have marked any of the statements above with an answer other than “*We confirm correctness of the statement*”, “*No significant subcontractor involved*” or “*The statement applies*”, and if the performance includes the delivery of goods other than “*The statement applies*”, please **complete the KYC questionnaire annex**, provided **BELOW**.

Please send the possible questions related to filling-in the KYC questionnaire (or its Annex) to the following address: security@seas.sk.

By our signature below, we confirm the correctness of all the above statements (and the correctness of the contents of the annexes to this KYC questionnaire) and at the same time we confirm, and we take note that SE processes the personal data of the persons concerned for the purpose of verifying the economic, sanction and other status of persons in potential and existing contractual relationships with SE. More information about the purpose in question is available at <https://www.seas.sk/gdpr>.

Date and place of signature

Annex to the KYC questionnaire
to Contract No. _____ (hereinafter as the "Contract")

Business name: _____
Registered seat / Address: _____
Registered in the register: _____
Company Registration Number: _____
State, where the entity was established: _____
Acting through / represented by (provide name, surname, position): _____
(hereinafter the "Company")

Instructions for filling-in: Please fill in additional information related to all statements from the main part of the KYC questionnaire with respect to which you marked an answer different than "We confirm correctness of the statement" or "No significant subcontractor involved" and, if the performance includes a delivery of goods and it marks an answer other than "The statement applies".

Additional information to statements (item 1, 2, and 4) – identification of persons or companies

(Instructions for filling-in: If you have identified, while considering any of the statements in items 1, 2, and 4 of the KYC questionnaire:

- *a sanctioned person, or*
- *use of a relevant Russian subcontractor meeting both criteria provided in the item 2 of the KYC questionnaire,*

fill-in all information provided in the Table No. 1 below about every such person or entity)

The Company by its bellow signature confirms correctness, truthfulness, and completeness of all supplementary information provided herein and the related statements below.

The Company at the same time declares that apart from the persons mentioned in Table No. 1 below, there are no other persons, who in line with instructions in the KYC questionnaire or above stated, should be included in this Table No. 1.

Table No. 1

Statement No.	Business name and legal form	Seat / Address of business	Company Registration Number	State, where the entity was established (applicable only to legal entities)	Respective sanction /sanction list	Relation to the Company
	Name and surname	Permanent residence address	Date and place of birth			

Additional information to statements (item 6) - acting on behalf or at the account of a third party

(Instructions for filling-in: If you enter into the Contract (or any of its part) with SE or if you deliver it (even only partially) on behalf of (or represented) by the third party and/or at the account of the third party, please fill-in below all information for each such party.)

The Company hereby also declares that, apart from the scope of delivery specified in Table 2 below, it enters into and shall deliver the Contract in the complete remaining part and in all other respects on its own behalf and at its own account.

Table No. 2

Business name and legal form	Seat / Address of business	Company Registration Number	State, where the entity was established (applicable to legal entities)	The scope in which you enter into the Contract, or you will deliver the Contract on behalf (or represented) or at the account of this person	Relation of the mentioned person to the Company
Name and surname	Permanent residence address	Date and place of birth			

Additional information to statements (item 3) – breach of Sanctions

(Instructions for filling-in: If you have identified a risk of breach of Sanctions, when assessing the KYC questionnaire, while concluding or performing the Contract, please provide further details (especially a reference to the particular Sanction)).

The Company hereby also declares that, in addition to the facts listed in Table No. 3 below, there is no other risk of breach of Sanctions caused by the conclusion of the Contract or caused by the Contract performance.

Table No. 3 (to be filled-in with a free description of the details)

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Additional information to statements (item 5) – Identification of goods

(Instructions for filling-in: If the Contract performance includes also a delivery of any goods identified by the Company as to the date of this declaration and in the assessment you have marked "The statement does not apply." for any of the statements a) to c), please complete all information in Table 4 below regarding each type of goods, to which any of the above statements "The statement does not apply." was marked.)

The Company also hereby declares that for all other types of goods, the delivery of which is part of the performance under the Contract and of which the Company is aware as to the date of this declaration and which are not indicated in Table 4 below, it is cumulatively true that their country of origin is the EU, that they are not imported from a country outside the EU and that they are not dual-use goods.

Table No. 4

Name of goods	CN of the goods*	Country of origin of the goods**	Country, from which it was imported into EU**	Is this a dual-use item?

* not to be filled-in for goods originating from the EU and for goods that are to be delivered to SE under the Contract as a structural or other functional component of the performance under the Contract or part thereof (e.g. as a part of independently functional technological equipment); such exception does not apply to spare parts or other goods that are to be delivered to SE separately under the Contract;

**not to be filled-in for goods originating from the EU

(Instructions for filling-in: If the Contract performance also includes the delivery of any goods that the Company has not yet specified as to the date of this declaration, please indicate in Table 5 below your current estimate of the earliest date, by which they will be identified or specified for the purposes of Contract performance.)

The Company hereby also declares and confirms that, after each date specified in Table 5 below, it will provide Slovenské elektrárne, a.s. ("SE") with all information within the scope of item 5 of the main part of the KYC questionnaire and, if applicable, Table 4 above in relation to all other goods, to which neither the main part of the KYC questionnaire, nor its annex apply and delivery of which will be part of the Contract performance.

Table No. 5 (to be filled in with a free description of the details, including the date or dates)

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Possible questions related to filling-in the KYC questionnaire please send to the following address: security@seas.sk.

By our signature below, we confirm the correctness of all the above statements and at the same time we confirm, and we take note that SE processes the personal data of the persons concerned for the purpose of verifying the economic, sanction and other status of persons in potential and existing contractual relationships with SE. More information about the purpose in question is available at <https://www.seas.sk/gdpr>.

Date and place of signature
