

**Cooperation Agreement between
the National Bank of Slovakia
and
the Ministry of Interior of the Slovak Republic**

entered into pursuant to Article 51 of the Civil Code (Act No 40/1964 Coll.) as amended, in accordance with Article 34a(2) of Act No 566/1992 Coll. of the National Council of the Slovak Republic on the National Bank of Slovakia as amended and with Article 3 of Act No 171/1993 Coll. of the National Council of the Slovak Republic on the Police Force as amended (hereinafter referred to as the "Agreement")

**Article 1
The contracting parties**

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|-------------------------------------|--|
| 1.1 State authority: | Ministry of Interior of the Slovak Republic |
| With its registered office at: | Pribinova 2, 812 72 Bratislava |
| Represented by: | gen. PaedDr. Tibor Gašpar
President of the Police Force
on the basis of power of attorney no
KM-OPS3-305-024/2013 of 4 September 2013 |
| Company registration number (IČO): | 00 151 866 |
| VAT identification number (IČ DPH): | SK2020571520 |
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| 1.2 Legal person: | National Bank of Slovakia |
| With its registered office at: | Ul. Imricha Karvaša č. 1, 813 25 Bratislava |
| Represented by: | Doc. Ing. Jozef Makúch, PhD.
Governor of the National Bank of Slovakia |
| Company registration number (IČO): | 30844789 |
| VAT identification number (IČ DPH): | SK2020815654 |

**Article 2
Subject of the Agreement**

The purpose of this Agreement is to coordinate the procedure by which the contracting parties are to cooperate and share information related to the oversight of compliance with obligations imposed on obliged entities by Act No 297/2008 Coll. on the prevention of money laundering and terrorist financing, including amendments to certain laws, as amended (hereinafter "Act No 297/2008 Coll."), where such oversight is performed by the National Bank of Slovakia as part of its supervision of the financial market and by the Financial Intelligence Unit of the Police Force Presidium's National Crime Unit, for the purpose of preventing and detecting money laundering and terrorist financing.

**Article 3
Obligations of the contracting parties**

- (1) Each contracting party undertakes to provide the other with:

- a. information acquired during joint inspections conducted under Article 29(5) of Act No 297/2008 Coll.;
- b. information needed to check and clarify suspicions of money laundering and/or terrorist financing;
- c. information needed to detect and identify unusual transactions and terrorist financing;
- d. information about any breach of legal regulations concerning the prevention of money laundering and terrorist financing and about measures taken in response to such breach;
- e. assistance in ensuring that employees increase their professional competence by attending regularly, and at least once a year, an expert course and/or seminar on current issues in the area of anti-money laundering and counter terrorist financing and in the detecting and identification of unusual transactions.

(2) The contracting parties undertake to cooperate:

- a. in the evaluation of information acquired and provided;
- b. by coordinating procedures, with the necessary staff and funds allocated according to the nature and character of the measures prepared;
- c. in performing oversight and other tasks aimed at increasing the effectiveness of preventive and remedial activities in the relevant areas.

(3) The contracting parties undertake not to provide to any third party information acquired during the course of cooperation under this Agreement, unless otherwise provided herein. A contracting party may provide such information to a third party only in warranted cases with the prior written consent of the other contracting party.

(4) Each contracting party acknowledges that the other contracting party may refuse its request for cooperation under paragraphs 1 and 2 of this Article if the provision of such cooperation is prevented by reasons specified in a separate regulation or, in the case of the Financial Intelligence Unit of the Police Presidium's National Crime Unit, if the provision of such cooperation would obstruct the processing of an unusual transaction. In refusing a request for cooperation, a contracting party shall forthwith in writing notify the other contracting party of its response and state the reason for the refusal.

(5) Cooperation and information that the contracting parties provide under this Agreement shall be at no charge.

Article 4 **Management and supervision of cooperation**

(1) Cooperation between the contracting parties will be managed:

- a. on the side of the National Bank of Slovakia by the Executive Director of the Financial Market Supervision Unit or by another employee of the National Bank of Slovakia designated by that individual;
- b. on the side of the Ministry of Interior of the Slovak Republic by the Director of the Financial Intelligence Unit ("the FIU") of the Police Force Presidium's National Crime Agency or by a police officer of the FIU designated by that individual.

(2) Decisions on the provision of information, on the scope of information provided, on how to oversee compliance with the conditions of the information provided, on how to record information provided and received, and on notifications received and provided under the procedure referred to in paragraph 5 of this Article will be taken by persons nominated by the contracting parties and included in

lists of nominated officers. The lists of nominated officers shall include the first name, last name and position of each individual stated therein, as well as their telephone or fax number and e-mail address.

(3) If a contracting party makes any change to its list of nominated officers, it shall forthwith in writing notify the other contracting of that change. The lists of nominated officers constitute Annex 1 hereto.

(4) The contracting parties shall evaluate their cooperation hereunder over the previous period, and they shall do so at least twice a year as at 30 June and 31 December; for this purpose, either the contracting parties shall produce a joint written evaluation of the cooperation, or each shall produce its own evaluation of the cooperation focusing on the areas defined by Articles 29, 33 and 34 of Act No 297/2008 Coll. and provide that evaluation to the other contracting party.

(5) The contracting parties undertake, in accordance with Article 29(5) of Act No 297/2008 Coll., to conduct joint inspections on the basis of a jointly formulated procedure for the conduct of such inspections.

Article 5

Method of information provision

(1) A request for the provision of information under this Agreement shall be made in writing. The information requested shall be provided in writing, unless stipulated otherwise by paragraph 2 of this Article.

(2) In exceptional cases, information may be provided via encrypted electronic mail by a person included in the list attached hereto as Annex 1, and the reasons for providing the information in this way shall be stated in that communication; providing information by encrypted electronic mail shall be deemed equivalent to providing information in writing. The information contained in such electronic communication shall be sent to the contracting parties also in writing, within two calendar days after the delivery of the electronic mail.

(3) The delivery by either contracting party of a consignment containing information pursuant to this Agreement shall be made in person. In the case of delivery by courier or by a person nominated under Article 4(2) and (3) herein, the documents shall be delivered in a sealed envelope, and across the seal there shall be the stamp of the respective contracting party and the signature of the nominated officer. The information so secured shall be delivered by the courier or nominated officer in person to a nominated officer of the other contracting party.

(4) The contracting parties shall exchange information about the commencement of an inspection, about the expected termination of an inspection, about any deficiencies identified, and about measures adopted during an inspection of an obliged entity operating under separate regulations.¹⁾

¹⁾ Act No 483/2001 Coll. on banks and on amendments to certain laws as amended; Act No 8/2008 Coll. on insurance and on amendments to certain laws as amended; Act No 292/2002 Coll. on stock exchanges as amended; Act No 186/2009 Coll. on financial intermediation and financial counselling and on amendments to certain laws as amended; Act No 202/1995 Coll. of the National Council of the Slovak Republic - the Foreign Exchange Act - and the Act amending Act No 372/1990 Coll. of the National Council of the Slovak Republic on infringements as amended; Act No 492/2009 Coll. on payment services and on amendments to certain laws as amended; Act No 43/2004 Coll. on the old-age pension saving scheme and on amendments to certain laws as amended; Act No 650/2004 Coll. on the supplementary pension scheme and on amendments to certain laws as amended; Act No 566/2001 Coll. on securities and investment services and on amendments to certain laws as amended

Article 6
Final provisions

(1) This Agreement shall enter into force and effect as of the date on which it is signed by the contracting parties through their representatives.

(2) This Agreement is entered into for an indefinite period.

(3) The relationship governed by this Agreement may be terminated:

- a. by written agreement;
- b. by notice of termination given by one of the contacting parties, for which no reason need be stated. The period of notice shall be three months, commencing on the first day of the month following receipt of the notice by the other contracting party.

(4) Any amendment to this Agreement shall be the subject of a written addendum which the contracting parties shall sign through their representatives and which shall constitute an integral part of this Agreement.

(5) Annex 1, constituting an integral part of this Agreement, shall not be disclosed to third parties.

(6) This Agreement has been made out in four counterpart originals, two of which are to be retained by each contracting party.

Article 7
Repealing provision

As of the date on which this Agreement enters into force, the Cooperation Agreement between the National Bank of Slovakia and the Ministry of Interior of the Slovak Republic, Police Force Presidium, signed in Bratislava on 30 December 2002, as amended by addendum 1 of 12 November 2004, addendum 2 of 21 March 2006 and addendum 3 of 10 May 2011, shall cease to have effect.

Done in Bratislava on 26 November 2013

Done in Bratislava on 26 November 2013

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Doc. Ing. Jozef Makúch, PhD.
Governor
National Bank of Slovakia

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gen. PaedDr. Tibor Gašpar
President
Police Force