

# Doing Business in Slovakia: Overview

Miriam Galandova, Martin Kriz and Peter Oravec, PRK Partners

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## OVERVIEW

### 1. What is the general business, economic and cultural climate in your jurisdiction?

#### Economy

According to the Constitution, the economy is built on the principles of a socially and ecologically-oriented market economy. In practice, it is a market economy mixed with state interventions typical in Western-type economies.

#### Dominant Industries

The dominant sector is light (manufacturing) industry, particularly automotive. For several years now, Slovakia has been the world's largest producer of cars per capita.

#### Population and Language

Slovakia has 5.5 million inhabitants. The official language is Slovak. Certain minority languages hold co-official status in some parts of Slovakia. Czech is expressly accepted by law as equivalent from the perspective of general understandability between Slovaks and Czechs.

#### Business Culture

There is a standard business culture and etiquette equivalent to that in Western Europe. Business etiquette tends to be less formal in small and medium-sized enterprises. Employees are mostly used to a standard eight hour work day. There are 15 public holidays in Slovakia.

### 2. What are the key recent developments affecting doing business in your jurisdiction?

#### Key Business and Economic Events

On 1 May 2004, Slovakia joined the European Union and has been a euro-area member since 1 January 2009.

#### Political Events

The latest parliamentary elections were held in Slovakia in February 2020. The anti-corruption populist movement O'aNNO (Ordinary People and Independent Personalities) won the election and formed a governing coalition with three other political parties. The coalition is a mix of right wing (pro-market) and populist parties. The government programme emphasises the rule of law, elimination of red tape and levelling the playing field in taxation.

#### New Legislation

The key recent developments aim to improve the position of creditors. There have been several newly introduced concepts, such as:

- Liability of management in bankruptcy.

- Shadow directors.
- Liability of influencing persons.
- Ban on mergers if any involved company is in liquidation or bankruptcy.

The tax regime has also undergone certain changes. Mergers and contributions in kind of local companies are taxed only at fair (market) value (use of historic values is only permitted for certain cross-border transactions). In relation to the transfer of assets or business activities abroad (even if there is no sale/transfer of title to assets involved), the economic value of all capital gains generated in the Slovak Republic (regardless of the realisation of profit at the time of exit) is subject to tax at 21%.

The 2019 novel coronavirus disease (COVID-19) pandemic and subsequent restrictive government measures limiting undertakings in their business activities have also brought up many issues around doing business that need to be resolved. A number of subsidies are available to businesses to avert the negative consequences of the pandemic including a subsidy for salary payments, a rent subsidy and state guarantees for credit facilities.

In effect from 1 March 2021, the Slovak Republic implemented new foreign direct investment screening mechanism (based on the EU framework regulation (EU) 2019/452) (see *Question 4*).

As of 1 August 2021 a new Supreme Administrative Court has been formed as the highest judicial authority for administrative justice. It is responsible for disciplinary proceedings against judges and prosecutors and other legal professions.

## LEGAL SYSTEM

### 3. What is the general legal system in your jurisdiction?

The Slovak Republic has a statute-based civil law system. Although case law is generally not binding, Appeals Court decisions can affect how laws are interpreted. The Slovak Republic is a member of the EU and is a signatory to a number of international treaties.

## FOREIGN INVESTMENT

### 4. Are there any restrictions on foreign investment, ownership or control?

In principle, the Slovak Republic is open for investment. However, from 1 March 2021 the Slovak Republic implemented new foreign direct investment screening mechanism (based on the EU framework regulation (EU) 2019/452).

Under the new regime, acquisition of shares or businesses (as a going concern) within specified critical infrastructure entities must be notified to the Slovak Ministry of Economy.

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For share acquisitions, the threshold is set at 10% (that is, 10% of voting rights, 10% in registered capital or exerting an influence over the management of the company comparable to the 10% share). It does not matter whether the investor acquires the 10% share directly or indirectly.

The following sectors are considered to be critical infrastructure:

- Mining.
- Electric power engineering.
- Gas.
- Petroleum and petroleum products.
- Pharmaceutical.
- Metallurgical.
- Chemical.

The notification obligation applies to acquisitions by any acquirers, not only foreign (EU or non-EU) but also domestic acquirers.

The Ministry may (or may choose not to) review the acquisition (within 60 days of notification) and make a proposal to the Slovak Government to grant consent (with or without specific conditions), prohibit or restrict a contemplated transaction for reasons of public order or national security of the Slovak Republic, EU or other EU member state. A negative decision from the Slovak Government can be challenged in court.

Moreover a new law is currently in the legislative process which will establish a new foreign investment screening mechanism in Slovakia. It is proposed that the law will come into effect as of 1 January 2022.

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## 5. Are there any restrictions or prohibitions on doing business with certain countries, jurisdictions, entities, organisations or individuals?

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The Slovak Republic is a member of the EU Customs Union, which applies a uniform trade relations regime to third countries that is binding on all EU member states. The EU closely monitors compliance with international trade rules and, in cases of violations, takes measures to protect its interests. Any sanctions adopted on the EU level apply to the Slovak Republic as well.

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## 6. Are there any exchange control or currency regulations or any registration requirements under anti-money laundering laws?

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Under Slovak foreign exchange law there are no foreign exchange controls apart from "emergency foreign currency situations" that could be announced by the Slovak Government, under which foreign currency exchange or payments from or to the Slovak Republic are prohibited. Such a measure is limited only to extremely negative circumstances severely threatening the payment balance of the Slovak Republic or stability of its financial system.

Payments relating to business-to-business transactions in the Slovak Republic (even if made by residents abroad) in excess of EUR5,000 must be made by non-cash transfer. Specific obligations can arise under money laundering regulations.

For statistical purposes, notification obligations to the National Bank of Slovakia may arise for residents and non-residents carrying out business in the Slovak Republic if their foreign assets/liabilities exceed EUR2 million.

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## 7. What grants or incentives are available to investors?

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Under the Act on Regional Investment Aid (No. 57/2018), a beneficiary of investment aid can be a legal person or an individual entrepreneur registered with the Commercial Register or Trade Register, with its place of business or registered seat in the Slovak Republic.

Areas of support include:

- Industrial production.
- Technological centres.
- Combinations of industrial production and technology centres.
- Business services centres.

Investment aid can be awarded for:

- Setting up a new operation.
- Expanding the capacity of existing operations.
- Diversifying the output of production for existing operations in relation to products or services that have not yet been produced or have not yet been provided in the operation.
- Fundamental change in overall production process of existing operations.

Incentives can be provided in the form of:

- Grants for acquisition of tangible fixed assets and intangible fixed assets.
- Income tax relief.
- Contribution to the creation of new jobs.
- Transfer or lease of immovable property at a value below the value of immovable property or the lease value of immovable property established by an expert opinion.

The intensity of the aid varies by region (for example, Bratislava is excluded from investment aid entirely).

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## BUSINESS VEHICLES

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### 8. What are the most common forms of business vehicle used in your jurisdiction?

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#### Main Business Vehicles

The main business vehicles used in the Slovak Republic are the limited liability company (LLC) (*spoločnosť s ručením obmedzeným*) (SRO) and the joint stock company (JSC) (*akciová spoločnosť*) (AS).

It is possible to establish other business vehicles such as a simple JSC (*jednoduchá spoločnosť na akcie*) (JSA), a partnership (*verejná obchodná spoločnosť*), a limited partnership (*komanditná spoločnosť*) or forms of European legal entities, such as the *societas europaea* (European Company), but they are only rarely used in practice. Trusts or their equivalent are not recognised under Slovak law.

#### Foreign Companies

The most common forms of business vehicles used by foreign companies are the LLC and the JSC. The LLC is a very popular legal form for small and medium-sized business because it requires a lower minimum capital investment and has fewer corporate governance requirements compared to a JSC.

Foreign companies can also establish a branch in the Slovak Republic without the need to form a separate company.

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While a branch must be registered in the Commercial Register, it is not a separate legal entity and does not have a legal capacity.

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## 9. What are the main formation, registration and reporting requirements for the most common corporate business vehicle used by foreign companies in your jurisdiction?

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### Registration and Formation

Both an LLC and a JSC must be registered in the Commercial Register maintained by the relevant district court. Information about registrations in the Commercial Register is available at [www.orser.sk](http://www.orser.sk). Before registration, a memorandum of association or a foundation deed must be executed in the required form (in the case of a JSC, as a notarial deed). The business name of an LLC and a JSC must be unique, meaning it cannot be already registered in the Commercial Register for a different entity. The statutory period for the court to decide on the registration is two business days, however, the courts often do not comply with this deadline. The company comes into existence on its registration in the Commercial Register.

### Reporting Requirements

Slovak companies must supply certain documents to the publicly available Collection of Documents of the Commercial Register. These documents include, among others, any changes to the memorandum of association, foundation deed or articles of association, resolutions on appointment or recall of members of the corporate bodies, or signature specimens of the members of the statutory body.

Financial statements and auditor reports of a JSC and LLC are supplied to the publicly available Registry of Financial Statements by the competent tax office, and subsequently by the Registry of Financial Statements to the Collection of Documents.

Companies must also register their ultimate beneficial owners in the Commercial Register. Certain information on ultimate beneficial owners is publicly available at [www.rpo.statistics.sk/](http://www.rpo.statistics.sk/). The full set of information on ultimate beneficial owners is only accessible to selected public authorities.

### Share Capital

The minimum required share capital is:

- For an LLC: EUR5,000.
- For a JSC: EUR25,000.

There is no maximum share capital.

### Non-Cash Consideration

Non-cash consideration is allowed. Non-cash contributions must be formally valued, subject to a few exceptions.

### Rights Attaching to Shares

**Restrictions on Rights Attaching to Shares.** The amount of a shareholder's ownership interest in an LLC is generally determined according to the ratio of the amount of that shareholder's capital contribution to the total amount of the company's registered capital, unless the memorandum of association provides otherwise. A JSC can issue ordinary shares (*kmeňové akcie*) to which no special rights are attached and preferred shares (*prioritné akcie*) with attached priority dividend rights and limited voting rights.

**Automatic Rights Attaching to Shares.** Shareholders have the right to:

- Be involved in the management of the company by attending and voting at the general meeting.
- Request information on the company from the directors and inspect the documentation of the company.

- Share in the company's profits and any assets on liquidation.
- Participate in the company's capital increase.
- Receive various information and rights connected with transformations of the company.

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## 10. What is the standard management structure and key liability issues for the most common form of corporate business vehicle used by foreign companies in your jurisdiction?

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### Management Structure

An LLC must have at least one managing director. A JSC must have at least one member of the board of directors and a supervisory board with at least three members. Only individuals can be involved in the management structure of an LLC and JSC.

### Management Restrictions

Foreign directors who are citizens of countries outside the EU or OECD must obtain a residency permit in the Slovak Republic. Management rights of the directors can be restricted by the corporate documents of the company or decisions of the general meeting. Restrictions are not effective towards third parties, so any breach only gives rise to managers' liability.

### Directors' and Officers' Liability

Directors and board members must generally:

- Act with professional care (*odborná starostlivosť*).
- Exercise loyalty to the company and all shareholders.

They can be liable for:

- Damage caused to the company resulting from a violation of their duties.
- Administrative or criminal offences.

A director's liability cannot be limited or excluded by agreement with the company. Any arrangement to limit or exclude liability is prohibited.

### Parent Company Liability

Each shareholder in an LLC guarantees the obligations of the company only up to the aggregate amount of its unpaid capital contribution, as registered in the Commercial Register. Shareholders in a JSC are not liable for the company's obligations. A shareholder that is a controlling entity of an LLC or a JSC can be liable to creditors for damage caused by bankruptcy, provided that the shareholder significantly contributed to it. A company can also be liable for criminal offences under the Act on Criminal Liability of Legal Entities (*No. 91/2016*).

## ENVIRONMENT

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## 11. What are the main environmental regulations and considerations that a business must take into account when setting up and doing business in your jurisdiction?

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There is no general environmental permit and a company must obtain relevant permits depending on the type of business it operates. The main areas in which environmental permits are granted are air, water and waste. Certain projects require an environmental impact assessment under the Environmental Impact Assessment Act (*No. 24/2006*).

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## EMPLOYMENT

### Laws, Contracts and Permits

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#### 12. What are the main laws regulating employment relationships?

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Employment matters are primarily regulated by the Slovak Labour Code (No. 311/2007).

Some specific elements are also regulated by separate acts, for example collective bargaining and the employment of handicapped employees or agency (temporary) employees.

##### Foreign Employees

Basically, the Labour Code applies to all employment relationships between employees performing work in the territory of the Slovak Republic, including employment relationships between citizens of other countries working for employers seated in the territory of the Slovak Republic.

##### Employees Working Abroad

Under EU legislation, where an employee is posted by an employer (such as a Slovak employer) to work temporarily in another EU or EEA member state, in general, certain basic working conditions of the host country will apply if they are more advantageous than those of the home country (for example, the length of working time and rest, length of holidays and minimum wage). If an employee is posted for more than 12 months (or 18 months if the employer submits a motivated notification to the host country's national authorities) all relevant terms and conditions of employment in the host country will apply, except for those relating to, in particular, termination of the employment relationship.

##### Mandatory Rules of Law

Where employment has a foreign aspect, minimum mandatory local rules protecting employees apply (even if the relationship is governed by a foreign law).

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#### 13. Is a written contract of employment required?

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The Labour Code requires an employment contract to be concluded in writing. However, the absence of a contract in writing does not invalidate an employment relationship (due to employee protection). Regardless of an oral or implied contract's validity, failure to conclude an employment contract in writing may expose an employer to the risk of a fine of up to EUR100,000.

##### Main Terms

The essential terms that must be agreed on in an employment contract include the:

- Type of work and its brief characteristics.
- Place of work.
- Employment commencement date.
- Wage conditions (unless regulated by a collective agreement, in which case reference to relevant provisions of the collective agreement is sufficient).

In addition, employees must be notified in writing of the following, either in the employment contract itself (which is the usual practice) or separately within one month of commencing the employment relationship (so-called regular conditions):

- Wage payment date.
- Working time.
- Extent of holiday.

- Length of notice period.

Further information must be provided to the employee if the place of work is situated abroad. Employment contracts can also include other conditions covering both the employee and employer (for example, additional benefits).

##### Implied Terms

Many terms are implied into an employment contract, mainly by the Labour Code. These include, for example:

- Entitlement to allowances, for example, salary supplements for overtime or night work.
- Maximum duration of a probationary period which is three months, or six months for managerial employees.
- Terms relating to notice periods.
- Access to certain information relating to the employer.

##### Collective Agreements

If the wage conditions or other conditions are regulated by a collective agreement, reference to the relevant provisions of the collective agreement in the employment contract is sufficient. The employment contract is considered invalid if the conditions in the contract are more detrimental than those in the collective agreement.

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#### 14. Do foreign employees require work permits and/or residency permits?

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The principles of free movement of labour apply to all EU, EEA and Swiss nationals working in the Slovak Republic, as well as to their family members. Employees from these countries do not require work permits, provided they have a travel document or an identity card. On the other hand, non-EU and non-EEA (and non-Swiss) nationals and their family members are subject to specific requirements, and they can work in the Slovak Republic, including based on work and residence permits or based on numerous exceptions (consisting of various life situations or the personal or work status of an employee).

##### Work Permits

Before third country nationals start working in the Slovak Republic they must, for example:

- Be granted an EU "blue card".
- Obtain temporary residence for employment purposes based on confirmation of a vacancy in the Slovak Republic.
- Obtain a work permit and a temporary residence permit for employment purposes (unless otherwise stipulated by special law).

At present, employing non-EU, non-EEA (non-Swiss) nationals is subject to certain limits. A work permit can only be granted if it is not possible to employ a Slovak or an EU national, and a Slovak Republic-registered employer must advertise the available position with the local Office for Labour, Social Affairs and Family.

In general, the deadline for deciding on an application for a work permit issued by the local Office for Labour, Social Affairs and Family is ten to 20 business days (depending on the circumstances specified in the applicable laws) and is currently free of charge.

##### Residency Permits

The deadline for deciding on an application for a temporary residency permit issued by the relevant police department is 30 to 90 days (depending on the circumstances specified in the applicable laws). The administrative fee for issuing a temporary

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residency permit is up to EUR232 (depending on the type of temporary residency permit).

### Termination and Redundancy

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#### 15. Are employees entitled to management representation and/or to be consulted in relation to corporate transactions (such as changes in control, redundancies and disposals)?

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Where a JSC established under Slovak law employs more than 50 employees, they are entitled to elect at least one-third of their supervisory board members.

Under the Labour Code, an employer must inform individual employees and employee representatives (trade union organisations, works councils or works trustees), in an intelligible manner and at an appropriate time, of the employer's economic and financial situation and the presumed development of its activities, which in practice may be connected to corporate transactions.

If employee representatives are established, the employer must consult with them on:

- State, structure and presumed development of employment and envisaged measures, especially if employment is threatened.
- Important questions with regard to the employer's social policy, measures to improve hygiene at work and working environment.
- Decisions that can lead to significant changes in the organisation of work or in contractual conditions.
- Organisational changes, including limitation or cessation of the employer's business or a part of it, merger by acquisition, merger by formation of a new company, demerger or change of the employer's legal form.
- Measures to prevent the occurrence of accidents and occupational diseases and to protect the health of workers.

Further prior consultation requirements may apply, for example, in connection with dismissals (individual or collective) or transfers of employees as a result of any transfer of an undertaking, business, or part of an undertaking or business to another employer within the meaning of Directive 2001/23/EC on safeguarding employees' rights on transfers of undertakings, businesses or parts of businesses (Transfer of Undertakings Directive).

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#### 16. How is the termination of an individual's employment regulated?

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##### Termination

The legal provisions on employment termination are mandatory, particularly with regard to the manner of termination (for example, mutual agreement, notice of termination, immediate termination notice) and the reasons for termination. In principle, it is a formal process and non-compliance can result in invalidity of the employment termination.

In general, employee termination is subject to prior consultation with employee representatives (if any) provided it is based on the employer's notice or immediate employment termination by the employer. The employer also has a duty to offer another suitable position in some situations (particularly termination for organisational reasons).

An employee can give notice of termination for any reason (or without stating a reason). Unless termination is given before expiry

of a trial period, an employer can terminate the employment relationship with notice only for the following reasons:

- Cancellation of the employer's business or part of it, or relocation of the employer or part of it if an employee does not agree with the change to the agreed place of work.
- Redundancy resulting from a written decision of the employer about organisational changes (or in a temporary work agency, as a result of termination of an employee's temporary assignment).
- An employee's long-term incapacity to perform work due to:
  - an adverse state of health confirmed by a doctor;
  - (the risk of) an occupational disease; or
  - achievement of maximum exposure at the workplace determined by the relevant public health authority.
- An employee:
  - does not meet the requirements for performance of agreed work set out by relevant legal regulation;
  - has ceased to meet the requirements necessary to be appointed to the position (*section 42(2), Labour Code*);
  - does not meet the requirements for the proper performance of the agreed work determined by the employer in an internal regulation; or
  - does not perform work tasks adequately, when requested by the employer in writing within the last six months to improve performance, and the employee has failed to do so within a reasonable period.
- Where there are grounds for immediate termination (including serious misconduct or the employee's criminal conviction) or for less serious misconduct where an employee was notified by the employer in writing of the risk of dismissal within the last six months.

##### Fair Dismissal

The Labour Code does not distinguish between grounds for dismissal that are considered to be fair/justified and unfair/unjustified. The eligible grounds for dismissal are specified in the Labour Code.

**Statutory Minimum Notice.** The notice period can be between one and two months (for employee notice) or one to three months (for employer's notice), depending on the duration of the employment and/or the reason for termination. The notice period commences on the first day of the calendar month following delivery of the notice, and ends on the last day of the relevant calendar month.

**Severance Payment.** An employee terminated by employer's notice or agreement for one of the reasons in the first two bullet points above, or for a long-term incapacity to perform work due to an adverse state of health confirmed by a doctor, is entitled to a statutory severance payment. The amount depends on the length of the employee's service and the manner of termination. Depending on the length of the employee's employment, the minimum severance payments range from one to four average monthly earnings of the employee for termination by employer's notice or from one to five average monthly earnings of the employee for termination by mutual termination agreement. If termination (by agreement or notice by the employer) is for health reasons resulting from an occupational disease or work injury, the employee is entitled to a severance payment of at least ten times his/her average monthly earnings.

##### Unfair Dismissal

Employment can be terminated only in the manner, for the reasons and in line with the procedure specified in the Labour Code.

**Grounds for Unfair Dismissal.** Not applicable.

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**Remedies.** The employee or the employer can claim invalidity of the employment termination before the court within two months from the date of the disputed employment termination.

### **Class of Individuals**

The Labour Code protects further categories of employees (for example, pregnant female workers, workers on maternity or parental leave and disabled workers) against unilateral termination of their employment by the employer. Specific protection also applies to employees' representatives during their term of service and six months after. Terminating these employees is either not possible or requires additional approval or conditions.

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## **17. Are redundancies and mass termination regulated?**

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### **Redundancies and Mass Termination**

Mass redundancies are triggered if the employer terminates, within a period of 30 calendar days, due to organisational (economic) reasons or other reasons not attributable to the employees themselves, the employment of:

- At least ten employees, if the employer employs more than 20 and less than 100 employees.
- At least 10% of the total number of employees if the employer employs at least 100 and less than 300 employees.
- At least 30 employees out of at least 300 or more employed by the employer.

The provisions on mass redundancies apply to termination by employer's notice, but also in other circumstances (including mutual agreement) for the reasons outlined in this question above (except for automatic expiration of fixed-term employment).

### **Procedural Requirements**

The process of mass redundancies requires formal steps, including:

- Prior information and consultation duties with employee representatives or directly with the employees (if there are no employee representatives).
- Pre-consultation and post-consultation reporting duties with the relevant Labour Office.

Where an employer fails to comply with the mass redundancy requirements, an affected employee is entitled to compensation equal to two average monthly earnings.

## **TAX**

### **Taxes on Employment**

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## **18. In what circumstances is an employee taxed in your jurisdiction?**

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### **Tax Residence**

Taxation depends on the tax residency status of the individual:

- Slovak tax residents are generally taxable on their worldwide income.
- Non-tax residents are taxable on their Slovak-source income only. Employment income is deemed Slovak-source income if the employment activity is performed in the territory of the Slovak Republic (including planes and ships operating under the Slovak flag).

### **Other Methods to Determine Residency**

Unless a double tax treaty provides otherwise, the following individuals are considered to be Slovak tax residents:

- Individuals with permanent residence in the Slovak Republic.
- Individuals with a permanent home in the Slovak Republic.
- Individuals present in the Slovak Republic for at least 183 days in a calendar year.

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## **19. What income tax, social security and other tax or contributions must be paid by the employee and the employer during the employment relationship?**

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### **Tax Resident Employees**

Income is subject to personal income tax at progressive rates of 19% to 25%. In addition, an employee's income is subject to social security and health insurance contributions at the rate of 13.4% (9.4% social security and 4% health insurance). The rates are applied to gross income. The monthly assessment base for social security payments is capped at five times the average monthly salary as disclosed by the Slovak Statistical Office.

### **Non-Tax Resident Employees**

Non-tax resident foreign employees are subject to personal income tax on their Slovak-source income only, at the same rates of personal income tax and social security/health insurance as tax resident employees (if they become subject to the Slovak social security system).

### **Employers**

An employer must pay social security and health insurance contributions at 35.2% of its employees' gross income (25.2% social security and 10% health insurance). The same cap as for employees applies with respect to the social security contribution.

### **Business Vehicles**

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## **20. When is a business vehicle subject to tax in your jurisdiction?**

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### **Tax Resident Business**

A business (legal entity) is deemed to be a Slovak tax resident if either:

- It has a registered seat in the Slovak Republic.
- It has a place of effective management in the Slovak Republic. The place of effective management is a place where key management and commercial decisions are made.

Tax resident legal entities are taxed on their worldwide income, unless they are expressly tax exempt. Relief is typically granted to foreign-source income under double tax treaties.

### **Non-Tax Resident Business**

Non-tax resident legal entities are liable to corporate income tax on Slovak-source income as defined in Slovak income tax law and the provisions of any applicable double tax treaty. Depending on the circumstances, their income may be subject to withholding tax or they may be liable to file a corporate tax return within the statutory deadlines.

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## **21. What are the main taxes that potentially apply to a business vehicle subject to tax in your jurisdiction?**

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The main taxes that apply to tax resident business vehicles include:

- **Corporate income tax.** This applies to tax resident companies as well as to non-tax residents. The standard corporate income tax rate is 21%.

- **Value added tax (VAT).** In general, the VAT regime is harmonised with EU VAT rules. VAT is payable by all commercial enterprises (both individuals and legal entities) whose turnover (relevant for VAT purposes) exceeds EUR49,790 in the previous 12 consecutive calendar months. The VAT rate in 2020 is either 20% or 10%, depending on the kind of goods delivered or type of services provided.
- **Excise tax.** Excise taxes apply at different rates to certain defined goods (for example, alcohol, tobacco, petrol, electricity, natural gas, coal and solid fuels).
- **Real estate tax.** Real estate tax is imposed by local municipalities and is generally payable by every owner of land or buildings located in the Slovak Republic. In general, real estate taxes are calculated according to the size of the property rather than based on its market value. Real estate taxes in the Slovak Republic are not as significant as in other countries. The tax base for land depends on the area of land occupied (residential land) or the price of land (agricultural land). The tax on buildings depends on the size and number of above-the-ground floors of the building. The yearly rates (within the statutory limits) are set by municipal ordinances.
- **Motor vehicle tax.** All vehicles used for business purposes in the Slovak Republic are subject to motor vehicle tax. This is calculated on an annual basis and depends on the engine capacity and number of axles in the vehicle.
- **Individual income tax on wages.** This is withheld by employers as an advance payment on a monthly basis (payroll tax advances). Employers must also pay compulsory social insurance and health insurance contributions. Individual businesses are responsible for filing their own income tax returns and for paying taxes and social security.
- **Special sector-related levies on undertakings conducting business.** Businesses in certain regulated sectors are subject to special levies. The sectors include energy, insurance, reinsurance, public health insurance, electronic communications, pharmaceuticals, postal services, rail transport, public water systems management, air transport, and health care services.
- **Withholding tax.** This applies to specified types of income at 7%, 19% or 35%, unless a double tax treaty provides otherwise.

### **Dividends, Interest and IP Royalties**

#### **22. How are the following taxed:**

- **Dividends paid to foreign corporate shareholders?**
- **Dividends received from foreign companies?**
- **Interest paid to foreign corporate shareholders?**
- **Intellectual property (IP) royalties paid to foreign corporate shareholders?**

#### **Dividends Paid**

Dividends paid by Slovak companies are not subject to tax, except for dividends paid to certain (non-whitelist) jurisdictions, which are subject to 35% withholding tax.

#### **Dividends Received**

Dividends received by Slovak companies are not subject to tax, except for dividends received from certain (non-whitelist) jurisdictions, which form a separate tax base subject to 35% tax.

#### **Interest Paid**

A 19% (35% for non-whitelist jurisdictions) withholding tax applies to interest paid to foreign resident entities, provided they have no

permanent establishment deemed to be created in the Slovak Republic to which interest is attributable.

However, the majority of tax treaties signed by the Slovak Republic reduce or eliminate the withholding tax on interest. Under provisions implementing Directive 2004/76/EC, amending Directive 2003/49/EC on interest and royalty payments, loan interest payments to a related party seated in another EU member state (or other state that implemented measures similar to this directive, for example, Switzerland) are exempt from withholding tax if the foreign company had at least a 25% shareholding in the Slovak subsidiary for a period no shorter than two years.

#### **IP Royalties Paid**

These are subject to a similar regime as interest (including the EU exemption).

#### **Groups, Affiliates and Related Parties**

#### **23. Are there any thin capitalisation rules (restrictions on loans from foreign affiliates)?**

The interest and expenses on loans and credits between related parties are considered to be a tax deductible expense only up to 25% of the sum of the financial results before tax, depreciation and interest from received loans and credits.

Thin capitalisation rules do not apply to financial institutions, collective investment undertakings and leasing companies.

#### **24. Must the profits of a foreign subsidiary be imputed to a parent company that is tax resident in your jurisdiction (controlled foreign company rules)?**

Controlled foreign company rules came into force in Slovakia on 1 January 2019. Slovakia has implemented a so-called "transactional approach" under Article 7(2)(b) of Anti-Tax Avoidance Directive ((EU) 2016/1164). Under these rules, the non-distributed income of a controlled foreign company (either a legal entity or a permanent establishment) arising from non-genuine arrangements that have been put in place for the essential purpose of obtaining a tax advantage, will be included in the tax base of a Slovak tax resident parent company.

#### **25. Are there any transfer pricing rules?**

Since 1 January 2015, transfer pricing rules apply to both cross-border and intra-national transactions (before this date, they only applied only to cross-border transactions).

The principles of Slovak transfer pricing rules are mostly in line with the OECD rules.

#### **Customs Duties**

#### **26. How are imports and exports taxed?**

Imports are subject to customs duties determined by EU tariff schedules. There are no customs duties on exports.

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## Double Tax Treaties

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### 27. Is there a wide network of double tax treaties?

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The Slovak Republic has concluded double tax treaties with 69 countries, including the majority of EU member states (including the UK), China, Japan and the US.

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## COMPETITION

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### 28. Are restrictive agreements and practices regulated by competition law? Is unilateral (or single-firm) conduct regulated by competition law?

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Agreements restricting competition and abuse of dominant position are currently regulated by the Act on Protection of Competition (*No. 187/2021*), in effect from 1 June 2021.

The act generally reflects the rules contained in EU competition law. EU competition law applies in addition to the Act on Protection of Competition. They generally apply to foreign undertakings to the same extent as to Slovak undertakings.

Agreements and practices (including unilateral conduct) that lead, or could lead, to a violation of competition rules are prohibited and void. Significant fines and potentially also criminal penalties can be imposed for violations of competition law. Depending on the infringement, the criminal penalties may involve up to six years of imprisonment and/or other sanctions.

#### Competition Authority

The authority entrusted with the supervision of competition in the Slovak Republic is the Antimonopoly Office of the Slovak Republic (*Protimonopolný úrad Slovenskej republiky*). Its website ([www.antimon.gov.sk](http://www.antimon.gov.sk)) contains information on applicable competition laws and guidelines, as well as non-confidential versions of its final decisions.

#### Restrictive Agreements and Practices

Any agreements or concerted practices between undertakings, including decisions of associations of undertakings, the objective of which is, or the effect of which may be, to restrict competition, are prohibited under Slovak law. In particular, it is prohibited to:

- Directly or indirectly fix purchase or selling prices or any other trading conditions.
- Limit or control production, markets, technical development, or investment.
- Share markets or sources of supply.
- Apply dissimilar conditions to equivalent transactions with other trading parties.
- Make conclusion of contracts subject to acceptance of additional unrelated obligations.
- Co-ordinate with other parties in public procurement or similar business tender.

Exemptions from the prohibition are set out in the law, block exemptions adopted under the Treaty on the Functioning of the European Union, and regulations issued by Slovak and EU competition authorities.

Undertakings that have concluded an agreement restricting competition can apply for leniency under specific circumstances.

#### Unilateral Conduct

Abuse of a dominant position in the relevant market is prohibited, in particular the following:

- Applying unfair purchase or selling prices or other unfair trading conditions.
- Limiting production, markets or technical development to the prejudice of consumers.
- Applying dissimilar conditions to equivalent transactions with other trading parties.
- Making the conclusion of contracts subject to acceptance of additional unrelated obligations.

Under Slovak competition law, an undertaking or several undertakings have a dominant position in the relevant market if they are not subject to substantial competition or can act independently as a result of their economic power.

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### 29. Are mergers and acquisitions subject to merger control?

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#### Transactions Subject to Merger Control

The transactions that are subject to merger control (called concentrations in Slovakia) are defined as economic combinations of undertakings on a lasting basis through:

- Merger or amalgamation of two or more previously independent undertakings.
- Acquisition of direct or indirect control by one or more undertakings over another undertaking (or its part) or undertakings (or their parts).
- Establishment of joint venture controlled by two or more undertakings, which permanently carries out all functions of independent economic entity.

The concept of "control" is generally defined as the possibility to exercise decisive influence on the activity of another undertaking, especially through:

- Ownership rights or other rights.
- Rights, contracts or other means allowing exercise of decisive influence on composition, voting or decision-making of an undertaking's bodies.

Concentrations are subject to merger control if they meet the criteria set out in Slovak Act on Protection of Competition. They are subject to prior approval by the Antimonopoly Office of the Slovak Republic if either of the following applies:

- The combined turnover of all undertakings concerned in the Slovak Republic is at least EUR46 million, and at least two of the undertakings concerned each achieved a turnover of EUR14 million in the Slovak Republic.
- Depending on the type of concentration:
  - in case of a merger, at least one of the undertakings concerned achieved a total turnover in the Slovak Republic of at least EUR14 million, and another undertaking concerned achieved a worldwide turnover of at least EUR46 million; or
  - in case of acquisition of control or establishment of a joint venture, at least one of the undertakings concerned, over which control is being acquired, achieved a total turnover in the Slovak Republic of at least EUR14 million and another undertaking concerned achieved a worldwide turnover of at least EUR46 million.

A concentration that has an EU dimension must be notified to the European Commission.

In general, the parties cannot exercise their rights and duties from the concentration (including closing the transaction or paying the

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purchase price) until it is validly cleared by the Antimonopoly Office.

The Antimonopoly Office must generally approve the notified concentration if it does not significantly impede effective competition on the relevant market, particularly by creating or strengthening a dominant position.

### Foreign-to-Foreign Acquisitions

All transactions meeting particular thresholds must be notified to the Antimonopoly Office, regardless of whether the undertakings concerned are domiciled outside of the Slovak Republic (without any exceptions).

In each case it is necessary that the undertakings concerned achieve a turnover in Slovakia for the transaction to be notifiable. Therefore, all transactions where the undertakings concerned did not achieve any turnover in Slovakia are not notifiable.

### Specific Industries

There are no sector or industry specific merger control rules in Slovakia.

However, the Slovak Act on Protection of Competition exempts from merger control, the acquisition of securities by certain undertakings, provided the securities are temporarily acquired for the purpose of resale and other conditions.

## ANTI-BRIBERY AND CORRUPTION

### 30. Are there any anti-bribery or corruption regulations affecting business in your jurisdiction?

Slovak law contains complex regulations on anti-bribery and corruption, consisting of several acts and other related legislation.

The basic regulation on anti-bribery and corruption is contained in the Criminal Code (*Act No. 300/2005*). Under this, giving a gift/hospitality/advantage may trigger one of the bribery and corruption criminal offences (*sections 328 to 336d, Criminal Code*). Depending on the circumstances, the penalty of imprisonment can reach up to 15 years. In general, in order for the gift/hospitality/advantage to fall within these provisions it is necessary to show that it was an undue advantage, given with the intention of influencing the other party's actions.

The Criminal Liability of Legal Persons Act (*No. 91/2016*) regulates the direct criminal liability of legal persons and contains a list of criminal offences, which includes bribery.

There are also explicit regulations (for example, on medicines, advertising and statutory audits) prohibiting giving gifts or hospitality to the private sector. And there are many more laws explicitly prohibiting acceptance of gifts or hospitality by government officials, public servants and/or the private sector.

Examples of laws prohibiting the acceptance of gifts (or other advantages) include:

- Constitutional Act (*No. 357/2004*), under which public officers cannot solicit or accept gifts or induce another to provide gifts or gain other advantages in connection with performance of his/her function/position.
- Performance of Work in Public Interest Act (*No. 552/2003*), under which employees performing work in the public interest cannot solicit or accept any gifts or advantages or induce another person to give any gifts or other advantages in connection with the execution of work in the public interest.
- State Service Act (*No. 55/2017*), under which state employees cannot accept gifts or other advantages from an individual or a legal entity in connection with the performance of state service.

- Statutory Audits Act (*No. 423/2015*), which sets out that statutory auditors, auditing companies and other designated persons cannot request, accept or provide financial gifts or gifts in kind or other benefits from the entity being audited or its affiliated person.

Given the numerous pieces of legislation, each anti-bribery or corruption case must always be individually assessed.

## INTELLECTUAL PROPERTY

### 31. What are the main IP rights that are recognised in your jurisdiction?

#### Patents

**Definition and Legal Requirements.** Patents can be granted for inventions from all areas of technology that are new, include inventive activity and are capable of industrial application, unless expressly excluded from protection.

**Registration.** Patents must be registered with the Industrial Property Office (IP Office) based on an application. Its website ([www.indprop.gov.sk](http://www.indprop.gov.sk)) provides guidance on the application procedure. It is also possible to apply for a European or an international patent.

**Enforcement and Remedies.** The owner of the patent or the holder of a non-exclusive licence (with the consent of the owner) or the holder of an exclusive licence (if the owner does not file the action even after the receipt of a written notification from the licensee) can file an action against an infringer. An infringer can be ordered to:

- Stop the infringement and remedy the consequences.
- Compensate the owner for damages, including loss of profit.
- Provide for appropriate satisfaction (that is, compensation of non-pecuniary damage). Satisfaction can be provided in monetary form or by other means.

A court can also order that the products, materials or devices infringing the rights to a patent be withdrawn from the market or destroyed.

Protection is also provided under criminal law.

**Length of Protection.** Protection lasts for 20 years from the date of application.

#### Trade Marks

**Definition and Legal Requirements.** To qualify as a trade mark, a mark must be capable of distinguishing the goods or services of one person from those of another person and of being represented on the register in a way that enables the respective authorities and the public to clearly and precisely determine the subject matter of the protection afforded to its proprietor.

**Protection.** Trade marks must be registered with the IP Office based on an application. Its website ([www.indprop.gov.sk](http://www.indprop.gov.sk)) provides guidance on the application procedure. It is also possible to apply for a European or an international trade mark. Unregistered trade marks also enjoy certain protection. The user of an earlier well-known trade mark or unregistered trade mark is in certain cases entitled to file objections against a registration of a trade mark.

**Enforcement and Remedies.** This is similar to patents (*see above, Patents*).

**Length of Protection and Renewability.** Protection lasts for ten years from the date of application and is renewable every ten years.

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## Registered Designs

**Definition.** A design is the appearance of a product (or part of it) consisting of certain features of the product or its ornamentation. A design is capable of protection if it is new and distinct.

**Registration.** Designs must be registered with the IP Office based on an application. Its website ([www.indprop.gov.sk](http://www.indprop.gov.sk)) provides guidance on the application procedure. It is also possible to apply for a European (Community) or an international design.

**Enforcement and Remedies.** This is similar to patents (*see above, Patents*).

**Length of Protection and Renewability.** Protection lasts for five years from the date of application and is renewable every five years up to a maximum of 25 years.

## Unregistered Designs

**Definition and Legal Requirements.** An unregistered European (Community) design is protected if it is new, has an individual character, and has been made available to the public in the way provided for in the Community Designs Regulation (6/2002/EC). There is no need to file an application.

**Enforcement and Remedies.** The holder of an unregistered community has the right to prevent others from copying the design.

**Length of Protection.** Protection lasts for three years from the date on which the design is first made publicly available. This period is not renewable.

## Copyright

**Definition and Legal Requirements.** All literary, artistic and scientific works that are the unique results of their authors' creative activity and are expressed in an objectively perceptible form are protected by copyright. Computer programs, photographs and databases are also protected.

**Protection.** Copyright protection is informal and there are no formal requirements needed for protection to arise.

**Enforcement and Remedies.** This is similar to patents (*see above, Patents*).

**Length of Protection and Renewability.** Protection lasts for the author's life and for 70 years after his/her death.

## Other

Other IP rights protected by law include:

- Business names.
- Trade secrets.
- Topographies of semi-conductor products.
- Geographical indications and designations of origin.
- Rights of performing artists.
- Rights of producers of audio performances.
- Rights of producers of audiovisual records.
- Broadcasting rights.

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## MARKETING AGREEMENTS

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### 32. Are marketing agreements regulated?

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#### Agency

In line with the relevant EU legislation, in particular the Self-employed Agents Directive (86/653/EEC), the Commercial Code regulates commercial agency agreements, which must be in writing (notarisation of signatures is not required). An agent seeks potential customers interested in contracting with the principal and

can be authorised to make contracts with those potential customers on behalf of the principal. Unless agreed otherwise, the agency applies to the territory of the Slovak Republic. Commercial agency can either be exclusive (under which the principal is not entitled to use another agent and the agent is not entitled to represent other principals) or non-exclusive. The agent must not be registered in a special agency register. That said, the general conditions for conducting business in the Slovak Republic (including obtaining trade licences and registration in the Commercial Register) apply to agents. In certain cases, termination of the agency agreement entitles the agent to additional compensation.

#### Distribution

There is no specific legal regulation relating to distribution agreements, although competition regulations are usually relevant (*see Question 28 and Question 29*).

#### Franchising

There is no specific legal regulation relating to franchising agreements. However, the Commercial Code regulates licence agreements covering industrial property. Competition regulations are usually also relevant (*see Question 28 and Question 29*).

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## E-COMMERCE

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### 33. Are there any laws regulating e-commerce?

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E-commerce is subject to harmonisation through various EU directives and regulations, which are the cornerstone of Slovak law. However, in a number of cases the Slovak legislator has gone beyond the requirements of the EU legislation, in particular when it comes to consumer protection. The main laws regulating e-commerce include the:

- Act on Protection of Consumers with respect to Sale of Goods or Provision of Services under Distance Contracts or Contracts Concluded out of the Business Premises of the Seller (*No. 102/2014*), regulating distance selling between sellers and consumers (acting as purchasers).
- Act on Consumer Protection with respect to Financial Services Provided over Distance (*No. 266/2005*), regulating distance selling in respect to financial services.
- Act on Electronic Commerce (*No. 22/2004*), which implements the E-commerce Directive (2000/31/EC) into Slovak law.
- Act on Trust Services for Electronic Transactions in the Internal Market (*No. 272/2016*), which sets out the legal framework for trust services, obligations of trust service providers and supervision of compliance with obligations set out under the act. Trust services can be defined as electronic services that consist of the creation, verification and validation of electronic signatures, electronic time stamps, as well as other related electronic services.
- Electronic Communications Act (*No. 351/2011*), which sets out conditions for providing electronic communications networks and services.
- Alternative Consumer Disputes Resolution Act (*No. 391/2015*), which implements provision of the ADR Directive (2013/11/EUR), regulating alternative consumer disputes resolution.

Regulation (EU) 2018/302 on Addressing Unjustified Geo-blocking and Other Forms of Discrimination Based on Place of Establishment is in force in all EU countries and aims to give all EU consumers equal rights to access a trader's goods or services, under the same terms, irrespective of their location.

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### 34. Are online platforms regulated in relation to their use for marketing/sales purposes?

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There is no specific domestic legal regulation relating to online platforms although advertising regulations (see *Question 35 and Question 36*) as well as competition regulations (see *Question 28 and Question 29*) may be relevant.

Regulation (EU) 2019/1150 lays down rules to ensure that business users of online intermediation services and corporate website users in relation to online search engines are granted appropriate transparency, fairness and effective redress possibilities.

## ADVERTISING

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### 35. How is advertising regulated in your jurisdiction?

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The Advertising Act (*No. 147/2001*) sets out the conditions for provision and use of advertisements. The Act defines which advertising practices are prohibited. Special rules apply to the advertising of certain products such as alcohol, tobacco and pharmaceutical products.

The Act on State Language (*No. 270/1995*) in connection with advertising requires (subject to a few exceptions) the use of the Slovak language.

The Commercial Code contains provisions governing unfair competition. One of the forms of unfair competition is deceptive advertising, which is expressly prohibited.

The Act on Protection of Consumers (*No. 250/2007*) prohibits certain advertising practices (for example, bait advertising and subliminal advertising) in relation to consumers.

When the advertisement is broadcast on television or radio, provisions stipulated by the Broadcasting Act (*No. 308/2000*) are applied.

#### Digital Advertising

There is no specific domestic legal regulation relating to digital advertising, however general rules governing advertising will apply accordingly.

#### Direct Marketing

Under the Advertising Act, advertising must not be conducted by automatic telephone call system, fax or electronic mail without the previous consent of the recipient of the advertisement. Similar rules are contained in the Electronic Communications Act. Prior consent is not required, when the sender has previously obtained the contact information of the recipient of the advertisement in connection with the sale of the same or similar goods or services. In addition, data protection regulations (see *Question 37*) may be relevant.

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### 36. How are sales promotions regulated in your jurisdiction?

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Under the Electronic Commerce Act, the offer of goods and services that includes a special offer (for example, a discount, reward, gift, consumer game or competition) must be distinguishable from the basic offer and the conditions that must be met in order to obtain or participate in it must be easily accessible, comprehensible and unambiguous.

Data protection regulations (see *Question 37*) as well as competition regulations (see *Question 28 and Question 29*) may be relevant.

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## DATA PROTECTION

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### 37. Are there specific data protection laws? If not, are there laws providing equivalent protection?

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#### Data Protection Laws

Privacy and personal data protection is primarily regulated by the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the new Slovak Act on the Protection of Personal Data (*No. 18/2018*), which reflects the GDPR rules and provides for regulation of certain special areas (including competences of the Slovak Data Protection Authority).

The GDPR does not apply to law enforcement activities that are subject to Directive 2016/680 on the protection of natural persons with regard to the processing of personal data by competent authorities, and to areas of law that are outside the scope of EU law or that relate to personal or household activity.

Privacy and personal data protection is also regulated locally by:

- Decree of the Slovak Data Protection Authority No. 158/2018 on Data Protection Impact Assessment Procedure.
- The Electronic Communications Act.

#### Consumer Privacy Laws

Personal or household activities (outside the scope of GDPR) are primarily protected by the Civil Code which contains general provisions in this respect.

## PRODUCT LIABILITY

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### 38. How is product liability and product safety regulated?

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The Civil Code contains general regulations on liability for defective products. In general, a person who provides an item to another person in return for payment guarantees that at the moment of performance, the item:

- Has the explicitly stipulated (or usual) qualities.
- Can be used according to the nature and purpose of the contract or according to what was agreed between the parties.
- Is free from legal defects.

The buyer of a defective item can invoke liability for a defective product within six months from acquisition. However, to successfully invoke liability, the product must have been defective at the time of delivery to the buyer. This does not apply if one party to the contract is a consumer. In this case, the seller provides a mandatory warranty period of two years to the consumer. The consumer can invoke liability at any time during this warranty period. The product (in relation to which the consumer has invoked liability) does not have to be defective at the time of delivery to the consumer.

The Act on Liability for Damage Caused by Defective Products (*No. 294/1999*) provides that a producer, as well as an importer, is liable for damages resulting from a defective product. Unless stated otherwise, the general provisions of the Civil Code on damages for compensation will apply in relation to liability for damage caused by a defective product. Claims for damages are subject to a limitation period of three years after the damaged party has become aware of (or could have become aware of) the damage and the identity of the liable person. However, this must be within ten years after the manufacturer introduced the defective goods to the market.

Product safety is regulated by various legal acts, including Governmental Regulation No. 404/2007 on General Product

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Safety, which is complemented by several more product-specific regulations.

## REGULATORY AUTHORITIES

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### 39. What are some of the key regulatory authorities relevant to doing business in your jurisdiction?

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#### Competition

**Main Activities.** The authority entrusted with the supervision of competition in the Slovak Republic is the Antimonopoly Office (*Protimonopolný úrad Slovenskej republiky*).

The Antimonopoly Office:

- Intervenes in cases of cartels, abuse of a dominant position, vertical agreements.
- Controls mergers that meet the notification criteria.
- Assesses actions of state and local administration authorities if they restrict competition.
- Ensures the protection of competition in the area of state aid.

W [www.antimon.gov.sk/](http://www.antimon.gov.sk/)

#### Environment

**Main Activities.** The Ministry of the Environment (*Ministerstvo životného prostredia Slovenskej republiky*) is the central state administrative authority and supreme inspection authority in environmental affairs such as:

- Nature and landscape protection.
- Waste management.
- Protection of water resources and the quality of groundwater and surface water.
- Environmental impact assessment of activities and their consequences.
- Air protection.
- National environmental policy.

The Ministry of the Environment enforces environmental laws through the Slovak Environmental Inspectorate and its local inspectorates.

W [www.minzp.sk](http://www.minzp.sk)

#### Financial Services

**Main Activities.** Supervision of the financial market in Slovakia is carried out by the National Bank of Slovakia (NBS) (*Národná banka Slovenska*). This includes *supervision over financial market participants* in the banking, capital market, insurance and pension fund sectors. NBS also grants several licences such as for banking or acting as a consumer creditor.

W [www.nbs.sk](http://www.nbs.sk)

## OTHER CONSIDERATIONS

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### 40. Is there anything else that is important relating to doing business in your jurisdiction?

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There are certain rules that apply when a company deals with the state.

If a company wishes to conduct business above specific financial thresholds with a public entity or obtain certain licences or incentives, it must register, together with its ultimate beneficial owners, with the publicly available Register of Public Sector Partners, a unique transparency register. Registration can only be completed by an authorised person, for example, an attorney at law, a notary public, an auditor, a tax adviser or a bank.

Contracts involving public authorities must be disclosed in the publicly available Central Register of Contracts to have legal force.

## Miriam Galandova, Partner

PRK Partners

T +4 212 323 33232

F +4 212 323 33222

E miriam.galandova@prkpartners.com

W www.prkpartners.com

**Professional Qualifications.** Attorney, Tax Adviser, Slovak Republic.

**Areas of Practice.** Corporate; dispute resolution; mergers and acquisitions; tax advisory.

**Non-Professional Qualifications.** University of Economics, Faculty of Commerce, Bratislava, Slovakia, Ing, 1997; Association of Chartered Certified Accountants, United Kingdom, ACCA, 2000; Comenius University, Faculty of Law, Bratislava, Slovakia, Mgr, 2007; Pan-European University Bratislava, Slovakia, JUDr., 2010; LLM, Queen Mary University, London, United Kingdom, 2011; ICC Advanced Arbitration Academy for Central and Eastern Europe, 2015; PhD, Comenius University, Faculty of Law, Bratislava, Slovakia, 2016

### Recent Transactions/Activities

- Providing comprehensive legal advisory services to the consortium association of leading international developers concerning the conditions for its participation in public procurement and the implementation of a development project PPP D4R7 construction of a highway.
- Representing the Slovak branch of a significant European insurance company in more than 120 legal disputes.
- Assisting a group of companies conducting business in the textile manufacturing industry in a transfer pricing matter. The case involved a dispute with the Tax Office on the transfer pricing treatment of intra-group royalty fees.
- Acting as arbitrator in arbitrations under ICC Rules, VIAC Rules and rules of the Arbitration Court of the Slovak Bar Association.

**Languages.** Slovak, Czech, English

**Professional Associations/Memberships.** Vice-president of the Slovak Chambers of Tax Advisers; Fellow of the Association of Chartered Certified Accountants, UK (FCCA); Member of the Fiscal Committee and Transfer Pricing Group of the Confédération Fiscale Européenne (CFE); Member of the Slovak Bar Association; Member of the COVID-19 Crisis Task Force created by the Ministry of Finance of the Slovak Republic; Member of the Tax Committee established by the American Chamber of Commerce in Slovakia.

### Publications

- *Taxation of income from crime, (Zdaňovanie príjmov z trestnej činnosti)*, in *Trestněprávní revue*, no.10/2016.
- *European Union: The VAT liability of arbitrators, Tax Planning International, Indirect Taxes*, BNA Bloomberg, Volume 11, Number 1, January 2013 (co-author).
- *Importance of the Seat of Arbitration and Selection Criteria, Mýlniky práva v stredoeurópskom priestore*, 2012.
- *VAT aspects of arbitration, Justičná revue*, 65, č. 6-7/2013 (co-author).
- Slovak Chapter of *International Comparative Legal Guide to International Arbitration 2009*, Global Legal Group (co-author).
- Slovak Chapter of *Corporate Tax for 2008 to 2011, International Comparative Legal Guide*.

## Martin Kriz, Partner

PRK Partners

T +4 212 323 33232

F +4 212 323 33222

E martin.kriz@prkpartners.com

W www.prkpartners.com

**Professional and Academic Qualifications.** Attorney, Slovak Republic.

**Areas of Practice.** Mergers and acquisitions; corporate; energy law; banking and finance; capital markets; insurance.

**Non-Professional Qualifications.** Faculty of Law of Charles University (Mgr.), Prague, Czech Republic; Comenius University Law School (JUDr.), Bratislava, Slovak Republic; Warwick Business School (MBA), England

### Recent Transactions/Activities

- Advising SABMiller group, a multinational brewing and beverage company, on Slovak issues in relation to the sale of its CEE businesses to the Japanese Asahi Group holdings.
- Advising Ringier Axel Springer, a leading integrated multimedia company, in connection with several acquisitions in the Slovak market, as well as in connection with an internal restructuring of the group in Slovakia.

**Languages.** Czech, Slovak, English

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### **Peter Oravec, Partner**

PRK Partners

**T** +4 212 323 33232

**F** +4 212 323 33222

**E** peter.oravec@prkpartners.com

**W** www.prkpartners.com

**Professional and Academic Qualifications.** Attorney, Slovak Republic.

**Areas of Practice.** Corporate; competition; mergers and acquisitions; energy.

**Non-Professional Qualifications.** Faculty of Law of Charles University (Mgr.), Prague, Czech Republic; Comenius University Law School (JUDr.), Bratislava, Slovak Republic

#### **Recent Transactions/Activities**

- Supporting a large construction company during negotiations with Slovenské elektrárne over the main contract for the supply of construction work for completion of the Mochovce nuclear power plant (Blocks 3 and 4, nuclear island), including support in amending that contract.
- Performing buyer due diligence of a leading Slovak company (VUJE) that provides highly specialised nuclear services to the nuclear power industry across the central and eastern European region.
- Supporting a large construction company during its negotiations with a client over warranty issues and drafting of the settlement.
- **Languages.** Slovak, Czech, English