

## Term of responsibility

In this act, the company, herein represented by its partner, hereinafter referred to as CLIENT, declares that it is aware of and in accordance with the following terms and conditions, to ensure that our agreements is legit, being able to do business with Click Entertainment Limited:

**Clause 1.** – The CLIENT, represents and warrants that it, its affiliates and all of its board members, executive director, directors, attorneys and employees:

- Comply and will continue to comply with all applicable anti-corruption laws, without being limited thereto, to Bribery Act, Foreign Corrupt Practices Act and other related Laws and Treaties;
- have not made or instructed to make any payments, loans, or gifts or promises or offers of payments, loans or gifts of any amount or anything of value to a Public Agent or third person related to him, in order to obtain, directly or indirectly, undue advantage;
- did not circumvent any internal accounting control, did not falsify any accounting book or record and do not have any fund or asset that is not duly registered in the accounting books and records;
- have not been or are involved in any administrative or judicial proceeding related to the violation of the aforementioned laws;
- have not any criminal convictions, criminal cases or VAT tribunals pending for any criminal offences other than minor road traffic offences;
- will use their best efforts to ensure that any agent, subcontractor or other contracted representative complies with the provisions of this Clause.

**Clause 2.** - The CLIENT, declares and warrants that his company, suppliers or any affiliated entities are in compliance with the labor legislation in force, obliging itself to:

- Not use forced or compulsory labor;
- not subject its employees to conditions analogous to those of slave
- not to use child labor in their activities;
- not be related to human trafficking;
- have all of employees legally employed.

**Clause 3.** - The CLIENT, declares and warrants that his company is up-to-date with both filing and payment of corporate taxes including VAT.

**Clause 4.** - The CLIENT declares that none of its Directors:

- Holds any other directorship or interest in any other companies operating in the IT/Computer/Electronics/Communications sector (except any companies that are part of a group of companies directly related to this application);
- has been disqualified as a director or has been filed for bankruptcy;
- has any pending criminal convictions, criminal proceedings or VAT courts for any criminal offenses other than minor road traffic offences;

**Clause 5.** - The CLIENT declares to know and respect:

- The HMRCs regulations regarding VAT, and specifically VAT notice 726 – “Joint and several liability for unpaid VAT”;
- The HM Customs and Excise statement of joint and several liability.

**Clause 6.** – The CLIENT declares that:

- Never ever had a VAT assessment raised against you or have outstanding enquiries or appeal with HM Customs and Excise;
- don't carry out reasonable checks on the legitimacy and integrity of all your suppliers and customers.

**Clause 7.** - The Client declares and agrees that, if the signature of this instrument were done in electronic format, its veracity, authenticity, integrity, validity and effectiveness will be acknowledged.