DECLARATION-

CONFLICT OF INTEREST

Service Provider does not and shall not have any employees/director/officer of One97 Communications Ltd. serving as its officers, directors, employees, agents or consultants nor shall Service Provider have any direct or indirect relationship with the employees/director/officer of One97 Communications Ltd. which has the potential to put One97 Communications Ltd. in a disadvantageous position vis a vis the Service Provider. If such a relationship exists that has not been disclosed to One97 Communications Ltd., Service Provider shall report such relationship to One97 Communications Ltd. immediately. In case the Service Provider is a individual, sole proprietorship or partnership concern, Service Provider warrants that neither Service Provider nor the sole proprietor nor any of the partner(s) has as his/her relatives any employees/director/officer or consultant of One97 Communications Ltd. In case such relationship exists the same shall be disclosed forthwith.

CONFIDENTIALITY

During the Term of engagement with One97 or thereafter, Service Provider shall not in any way make use of any confidential information to which it has received access through the engagement to the disadvantage of One97, or divulge any such confidential information to anyone other than One97, or persons designated by One97.

BRIBES, GIFTS, ENTERTAINMENT, FAVORS AND PAYMENTS

Service Provider shall not offer any employee of any One97 Communications Ltd. gifts, payments, services, or other favors where these would, or might appear to improperly influence the employee in performing his or her duties for One97 Communications Ltd. . Service Provider understands that One97 Communications Ltd. requires its employees not encourage or solicit gifts, entertainment or services from any Service Provider. Gifts of cash or cash equivalents (e.g. gift cards) are prohibited. Service Provider shall ensure that all business conducted by it with One97 Communications Ltd. adheres to applicable laws and regulations and One97 policies as applicable.

VERIFICATIONS

One97 Communications Ltd. shall have the right to verify Service Provider's relevant records at any period of time in order to ascertain the genuineness of information provided by the Service Provider.

Please provide details if any, in case anyone in One97 Communications Ltd. related to this Company/Director/Beneficiary, etc. directly or indirectly, If yes, please write names and other details

Please provide detailed information along with related documents about any past or ongoing court cases, corruption charges, litigations against your business activities or you or any other related party. (Court, Case Number, Issue, Status)

Please provide detailed information along with related documents about any *past or ongoing* investigations/ regulatory enquiries against your business activities or you, if any: (Regulatory Body, Issue)

CONSEQUENCES

One 97 Communications Ltd. shall have the right, in addition to its other rights or remedies, to immediately withhold payment even if the same is due and/or to terminate this Agreement forthwith, if the Service Provider is in breach of the above clauses.