

**AGREEMENT FOR FOREIGN INSPECTION BODY**

**THIS AGREEMENT** is dated

**BETWEEN**

**SIRIM QAS INTERNATIONAL SDN. BHD. (Company No. 199601037981)(410334-X)**, a company incorporated in Malaysia and having its business address at SIRIM Complex, No. 1, Persiaran Dato' Menteri, Section 2, P.O. Box 7035, 40700 Shah Alam, Selangor Darul Ehsan, Malaysia (hereinafter referred to as "SIRIM QAS International") of the one part;

**AND**

**-COMPANY NAME- (Company/Registration No:** ) a company incorporated  
in - - and having its business address at - - (hereinafter referred  
to as the "Subcontractor") of the other part.

SIRIM QAS International and the Subcontractor shall collectively hereinafter be referred to as the "Parties" or individually as the "Party".

**WHEREAS:**

- (a) SIRIM QAS International is the leading certification, inspection and testing body in Malaysia, and provides a comprehensive range of certification, inspection and testing services that conform to international standards and guidelines
- (b) SIRIM QAS International is desirous to appoint the Subcontractor to perform Inspection Services (hereinafter referred to as "the Services"). In contrast the Subcontractor shall also appoint and assign to SIRIM QAS International any inspection services or to conduct relevant audit as more particularly set out under Clause 2 herein.
- (c) The Subcontractor has agreed to provide and perform the Services subject to the terms and conditions of this Agreement.
- (d) This Agreement shall be read together with the relevant SIRIM QAS International's Importation and Inspection Guideline (hereinafter referred to as "the Guideline").

**NOW THEREFORE**, in consideration of the mutual agreements herein set forth and intending to be legally bound, it is hereby agreed between the Parties: -

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

The following words or expressions shall have the meanings unless the context requires otherwise:

- (a) **“Applicant”**  
means the party who applies for the importation of goods into Malaysia.
- (b) **“Certificate of Approval”**  
means a document with similar intent to be issued by or on behalf of SIRIM Berhad.
- (c) **“Confidential Information”**  
means any proprietary information, in whatever form, that is provided by any of the Party under this Agreement, including information regarding Party’s businesses, finances, prospects, trade secrets, know-how, methodologies, operations, specifications, goods, employees, technologies, contact lists, financial models, procedures, technical or marketing information, and all information related to business strategies, plans or projections (including not only written information but also information transferred verbally, visually, electronically or by any other means).
- (d) **“Foreign Inspection Body”**  
means Inspection body accredited to ISO/IEC 17020 that has been registered with SIRIM QAS International and the inspection body will perform inspections on behalf of SIRIM QAS International.
- (e) **“Importation and Inspection Guideline”**  
means a document that provide information, method, process, standard requirements and procedures for related activities.
- (f) **“Intellectual Property Rights”;**  
means copyright, trademark, know-how, trade secrets, design and patent, including but not limited to background information, knowledge and material.
- (g) **“Inspection”**  
means examination of a goods, process, service, or installation or their design and determination of its conformity with specific requirements or, on the basis of professional judgment, with general requirements.
- (h) **“Inspection report”**  
means a report produce by the Subcontractor in accordance with SIRIM QAS International’s procedure and guideline.

## 1.2 Interpretation

Unless the context otherwise requires: -

- (a) Words importing the singular shall include the plural and vice versa and words importing a gender shall include any gender;
- (b) Reference to any statute or statutory provision shall include a reference to that statute or statutory provisions as from time to time amended, modified or re-

enacted and shall include all by laws instruments, orders, rules and regulations made there under;

- (c) The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- (d) Any references to recitals, clauses, sub-clauses, attachments and schedules made herein, unless otherwise stated, shall be deemed to be a reference to recitals, clauses, sub-clauses, attachments and schedules of this Agreement;
- (e) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of it;
- (f) Reference to a person include an individual, firm, body corporate, unincorporated association, government or governmental, semi-governmental or local authority or agency;
- (g) Exercise by the Parties of any of its rights or remedies shall be without prejudice to the other rights and remedies of the Parties under this Agreement or at law; and
- (h) All schedules and annexure (if any) shall form an integral part of this Agreement.

## **2. SCOPE OF SERVICES**

### **2.1 SCOPE OF SERVICES BY THE SUBCONTRACTOR**

2.1.1 SIRIM QAS International hereby appoint the Subcontractor and the Subcontractor accepts the engagement on the terms and conditions hereinafter set forth, it being agreed and accepted that the Subcontractor shall perform the Services as follows:

- (a) to provide Inspection services according to ISO/IEC 17020 or any relevant audit; and
- (b) to provide inspection report (“the Report”) for services conducted under sub-clause 2.1.1(a) above.

### **2.2. SCOPE OF SERVICES BY SIRIM QAS INTERNATIONAL**

2.2.1 The Subcontractor agrees to appoint SIRIM QAS International and SIRIM QAS International shall act as the inspection body on behalf of the Subcontractor in the territory of Malaysia and the neighboring regions based on the Subcontractor’s instruction.

## **3. OBLIGATIONS OF SIRIM QAS INTERNATIONAL**

3.1 SIRIM QAS International shall furnish all necessary regulations, requirements, guideline and other relevant documentation to the Subcontractor.

3.2 SIRIM QAS International shall provide familiarization training as may reasonably be required and the acceptance of the Subcontractor shall be subject to evaluations and assessment to ensure compliance with SIRIM QAS International’s requirements.

- 3.3 SIRIM QAS International shall retain the sole authority and has full responsibility for authorizing the Services, qualifying the results from the Services, and granting, maintaining, extending, suspending or withdrawing of any certifications or report that may result from the Services.
- 3.4 SIRIM QAS International in its absolute discretion reserves the right to evaluate, suspend, withdraw, accept, terminate or reject the personnel of the Subcontractor with a valid and reasonable ground.

#### **4. OBLIGATIONS OF THE SUBCONTRACTOR**

- 4.1 The Subcontractor shall at all times during the continuance of this Agreement being accredited to ISO/IEC 17020 and the scope of accreditation shall encompass the services that are required for inspection.
- 4.2 The Subcontractor shall maintain and adhere to a Quality Management System (QMS) and procedures, as defined by ISO/IEC 17020 (or an internationally recognized equivalent), and under this Agreement.
- 4.3 The Subcontractor shall perform the Services under the technical direction of SIRIM QAS International in such manner and at such times as SIRIM QAS International shall in its sole discretion determine.
- 4.4 The Subcontractor shall perform the Services with due diligence, professional and competent manner in accordance with good business practices, and upon the terms set out herein.
- 4.5 The Subcontractor shall provide sufficient personnel having the necessary education, training, technical knowledge and experience for performing the relevant inspection services at its own cost. Each personnel shall be qualified by SIRIM QAS International.
- 4.6 The Subcontractor shall immediately notify SIRIM QAS International in writing of changes in its key personnel, including management who are involved in performing the Services hereunder. In the event of such changes, SIRIM QAS International reserves the right to accept or refuse the Subcontractor replacement personnel for the Services. If the replacement personnel is/are rejected by SIRIM QAS International then SIRIM QAS International shall, at its sole option, either, advise the Subcontractor thereof, in writing and request that Inspection Contractor appoint replacement personnel satisfactory to SIRIM QAS International.
- 4.7 The Subcontractor agree to abide by any relevant act, statutory requirements and regulations by the regulatory bodies, SIRIM QAS International's Importation and Inspection Guideline, procedures, specified standard and accreditation bodies and/or organizations providing the recognition during the term of this Agreement.
- 4.8 The Subcontractor shall not deploy sub-subcontractor to perform the Services without the prior written consent of SIRIM QAS International.
- 4.9 The Subcontractor shall not to be engaged in any other activities which may adversely affect the performance of the Services.

- 4.10 The Subcontractor shall promptly bring to the notice of SIRIM QAS International any information received which in the reasonable opinion of the Subcontractor is likely to be of interest to SIRIM QAS International.
- 4.11 The Subcontractor shall observe all directions given by SIRIM QAS International in relation to the operation of this Agreement and shall maintain the image and integrity of SIRIM QAS International and shall not detract the reputation of SIRIM QAS International.
- 4.12 The Subcontractor shall make itself available and contactable by SIRIM QAS International throughout the performance of the Services. The Subcontractor shall also liaise with the officer-in-charge from SIRIM QAS International for any matters related to the Services.
- 4.13 The Subcontractor shall keep full and proper records of all the Services carried out on behalf of SIRIM QAS International and promptly supply such details to SIRIM QAS International.
- 4.14 The Subcontractor shall immediately upon knowledge and prior to providing the Services, inform SIRIM QAS International of any conflict of interest situation arising with regard to the Services provided and due to any other interests or relationships of the Subcontractor.

## **5. INSPECTION REPORTS**

- 5.1 The Subcontractor shall provide the inspection reports in English version and according to the format that is acceptable to SIRIM QAS International.
- 5.2 SIRIM QAS International shall have the right to evaluate, review, revise and reject the inspection report.
- 5.3 The Subcontractor shall fully responsible on the report submitted to SIRIM QAS International. If the report is found to have been incorrect or misleading then notwithstanding anything to the contrary contained in this Agreement and without prejudice to any other rights or remedies of SIRIM QAS International, SIRIM QAS International shall have the right to terminate this Agreement and in such event SIRIM QAS International shall be released from all whatsoever liabilities and obligations in respect of this Agreement.

## **6. CONFLICT OF INTEREST AND IMPARTIALITY**

- 6.1 During the term of this Agreement, the Subcontractor, its directors, officers, employees, and agents shall not provide Services to the Applicants or any third-party where the provision of such Services, actually or potentially, creates a conflict of interest with the provision of Services pursuant to this Agreement except where the Subcontractor first discloses the actual or potential conflict of interest and SIRIM QAS International provides its written consent. Immediately upon becoming aware of an actual or potential conflict of interest, the Subcontractor shall notify SIRIM QAS International in writing of such conflict of interest.
- 6.2 The Subcontractor represents and warrants that it will maintain impartiality in the provision of the Services and that the personnel associated with providing the Services are not and will not be involved, either directly or indirectly, with:

- a) the design or production of any goods being inspected,
- b) providing consultancy services related to the Services, such as, but not limited to, methods of dealing with any barriers to the related certification, or
- c) providing any other goods or services which could compromise the confidentiality, objectivity or impartiality of the inspection process and decisions.

## **7. QUALITY MANAGEMENT SYSTEM AND AUDIT**

- 7.1 The Subcontractor shall maintain and adhere to a Quality Management System (QMS) and procedures, as defined by ISO/IEC 17020 (or an internationally recognized equivalent), in order to obtain and retain status under this Agreement.
- 7.2 SIRIM QAS International shall conduct an initial qualification assessment of the Subcontract. This is to confirm that the Subcontractor's QMS is appropriately implemented and that it meets the requirements of ISO/IEC 17020 or such other similar standard that SIRIM QAS International, from time to time, designates.
- 7.3 SIRIM QAS International may re-assess the Subcontractor's QMS if:
- a) the type or scope of inspection by the Subcontractor requires expertise, equipment, or facilities not previously evaluated;
  - b) significant changes were made to the Subcontractor, instrumentation or personnel of the Subcontractor;
  - c) ownership of the Subcontractor has changed;
  - d) the Subcontractor is no longer ISO/IEC 17020 accredited or if the scope of work under this Agreement is no longer ISO/IEC 17020 accredited; or
  - e) the quality of work submitted does not meet the requirements of SIRIM QAS International.

In the event of 7.3 a), 7.3 b) 7.3 c) or 7.3 d), the Subcontractor shall notify SIRIM QAS International immediately.

- 7.4 SIRIM QAS International shall conduct audits at least once for every three years of the Subcontractor's office and operational facilities to ensure technical capability and consistency in the delivery of the Services.

Audits shall be based upon:

- a) SIRIM QAS International's Registration of Foreign Inspection Body Requirement (IW/PRO/01);
- b) the current edition of ISO/IEC 17020, General Criteria for the Operation of Various Types of Bodies Performing Inspection;
- c) the Subcontractor's Quality Management System Manual; and
- d) this Agreement.

SIRIM QAS International shall have the right to witness the Subcontractor conducting the inspection at least once a year or as and when necessary.

- 7.5 The Subcontractor shall ensure that SIRIM QAS International receives the full cooperation of the Subcontractor's staff to facilitate the audits required under this Agreement.

- 7.6 The Subcontractor shall take corrective action satisfactory to SIRIM QAS International within thirty (30) days in response to any nonconformance(s) noted during the audits by SIRIM QAS International. SIRIM QAS International reserves the right, in its sole discretion, to unregister the Subcontractor in a case of non-compliance and/or to terminate this Agreement immediately if the nonconformance(s) is/are not be adequately addressed

## **8. FEE AND PAYMENT**

- 8.1 The Subcontractor shall invoice directly to the Applicants for all the charges relating to the inspection or audit based on the quotation prepared by the Subcontractor.
- 8.2 In consideration of SIRIM QAS International conducting personnel, office, and operational facilities audit, the Subcontractor agrees to pay to SIRIM QAS International, the auditing fee at the rate as specified in Registration of Foreign Inspection Body Requirement.
- 8.3 Pursuant to the Clause 8.2 above, the fees shall be payable by the Subcontractor within 30 days upon receipt of an invoice from SIRIM QAS International.
- 8.4 Provided that under Clause 3.2 above, any cost incurred during the familiarization training and assessment shall be borne by the Subcontractor.

## **9. CONFIDENTIALITY**

- 9.1 The Subcontractor shall keep confidential and shall not use except for the purposes of this Agreement any confidential information regarding SIRIM QAS International, its manual, procedure and its clients except with prior written consent of SIRIM QAS International.
- 9.2 The obligation of confidentiality shall not apply if the confidential information: -
- (i) was previously known to the Subcontractor without restriction prior to receipt hereunder as evidenced by the records of the Subcontractor; or
  - (ii) is now or hereafter becomes available to the public through no breach of the Subcontractor; or
  - (iii) is subsequently disclosed to the Subcontractor without restriction by a third party having the lawful right to disclose such information; or
  - (iv) is required to be disclosed by law (in which event the Subcontractor shall promptly notify SIRIM QAS International in writing of the terms and circumstances relating to such request).
- 9.3 Upon the termination or expiration of this Agreement or on completion of the Services, the Subcontractor shall promptly return to SIRIM QAS International all confidential information, documents and materials of any nature whatsoever belonging to SIRIM QAS International which have been supplied to or are in the possession or control of the Subcontractor and the Subcontractor shall not retain any copy thereof in any form without the prior written approval from SIRIM QAS International.
- 9.4 The obligation to maintain confidentiality survive the expiration or termination of this Agreement.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 All documents, data, manual and whatsoever supplied by SIRIM QAS International are the sole and absolute property of SIRIM QAS International. All intellectual property rights in such documents, data, manual and whatsoever shall remain vested in SIRIM QAS International.
- 10.2 The obligation as to intellectual property rights herein shall survive the expiration or termination of this Agreement.

## **11. LIABILITY AND INDEMNITY**

- 11.1 The Subcontractor hereby agrees that SIRIM QAS International neither assumes nor accepts any responsibility for any injury or damage to the Subcontractor's property that may occur during or as a result activities of the Services wherever performed, whether performed in whole or in part by the Subcontractor or by SIRIM QAS International under the terms of this Agreement and whether or not any equipment, facility or personnel for or in connection with such activities is furnished by the Subcontractor or by SIRIM QAS International except when such injury or damage results solely from the negligence of SIRIM QAS International.
- 11.2 SIRIM QAS International shall not be liable for any indirect, special or consequential damages relating to or arising from this Agreement.
- 11.3 The Subcontractor shall defend, indemnify and hold harmless SIRIM QAS International and its directors, officers and employees against any and all liabilities, losses, damages, costs, actions, claims, expenses, proceedings of any nature whatsoever incurred or suffered by SIRIM QAS International arising out of or in connection with the misrepresentation, action, omission or negligence of the Subcontractor in the performance of the Services and/or its obligations under this Agreement.
- 11.4 This indemnity shall be operative whether or not legal proceedings are instituted and if such proceedings are instituted irrespective of the means manner or nature of any settlement compromise or determination.

## **12. INSURANCE**

- 12.1 The Subcontractor shall at its own expense, and for the duration of this Agreement, maintain:
- (a) Professional Liability insurance for a limit of not less than RM 15,000,000 covering all errors or omissions alleged to have been committed by the Subcontractor, or any persons, or agents or employee of the Subcontractor in performance of the Services; and
  - (b) General Liability insurance for a limit of not less than RM 10,000,000 covering claims that arise from business operations within the scope of this Agreement.
- 12.2 The Subcontractor shall provide evidence of insurance to SIRIM QAS International in the form of a certificate issued by the Subcontractor 's Insurer or Broker, prior to this Agreement coming into force, and within thirty (30) days following each policy renewal.
- 12.3 Each insurer shall have a minimum A.M. Best financial strength rating of "A-" or another similar purpose rating acceptable to SIRIM QAS International.



- 12.4 Insurance coverage required by this Agreement shall not be amended or changed in a manner material to this Agreement, or cancelled, except with thirty (30) days prior written notice to SIRIM QAS International.
- 12.5 Failure to comply with the provisions of this section 12 shall be considered a material breach of this Agreement.

### **13. COMMENCEMENT AND TERMINATION**

- 13.1 This Agreement shall commence from the date of this Agreement and shall remain in force for three (3) years with an option to renew for a further period to be agreed between the parties (if any) unless terminated by either party by giving three (3) months' written notice to the other party. Termination of this Agreement shall result in termination of registration of Foreign Inspection Body.
- 13.2 Notwithstanding Clause 13.1, either party may terminate this Agreement forthwith by giving notice in writing to the other if the other party: -
- (a) is in breach of this Agreement and fails to remedy it within thirty (30) days from the request to remedy; or
  - (b) enters into insolvency or bankruptcy; or
  - (c) ceases to carry on its business; or
  - (d) makes any arrangement or composition with its creditors; or
  - (e) a liquidator or receiver is appointed over any of its assets.
- 13.3 Termination of this Agreement shall not affect any rights or liabilities of the parties existing prior to such termination.
- 13.4 Upon termination of this Agreement the Receiving Party shall forthwith return to the Disclosing Party all written Confidential Information (including written records of orally transmitted Confidential Information), materials containing or reflecting Confidential Information and all other documents (and all copies thereof) of any nature whatsoever relating to all activities which have been supplied to or are in the possession or control of either Party. The Parties shall not retain any copies, extracts or other reproduction thereof in whole or in part.

### **14. FORCE MAJEURE**

- 14.1 Neither party shall be liable to the other for any delay or failure in performing any of its obligations hereunder if the delay or failure results from events or circumstances beyond its reasonable control including but not limited to acts of God, pandemics epidemics, natural disasters, strikes, lock outs, war, civil commotions, riot, flood, fires, acts of terrorism or shortage or unavailability of raw materials from natural source of supply.

### **15. ASSIGNMENT**

- 15.1 The Subcontractor shall not assign the Services and/or the Agreement or any part thereof without the prior written consent of SIRIM QAS International.

### **16. SEVERABILITY**

- 16.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect.

## **17. WAIVER**

- 17.1 The failure by SIRIM QAS International to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

## **18. ENTIRE AGREEMENT**

- 18.1 This Agreement represents the understanding reached between the parties and shall supersede any previous or oral agreements in relation to the subject matter and shall not be amended, altered, changed or varied EXCEPT by writing and mutually signed and agreed by both parties.

## **19. AMENDMENT**

- 19.1 Any amendment or variation to the Agreement shall not be effective unless made in writing and signed by the authorized representatives of both parties.

## **20. SUCCESSORS' BOUND**

- 20.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

## **21. NON-EXCLUSIVITY**

- 21.1 Nothing contained in this Agreement shall be construed as binding the Parties to any form of exclusivity, save and except to the terms of this Agreement and both Parties shall be entitled to conduct business independently of each other where market requirement so dictate, unless otherwise agreed by the Parties in writing in a subsequent formal agreement to the other Party, hereafter.

## **22. RELATIONSHIP BETWEEN THE PARTIES**

- 22.1 The relationship of the Subcontractor to SIRIM QAS International shall be that of an independent contractor and not the employee of SIRIM QAS International. Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties.

## **23. REPRESENTATION**

- 23.1 The Subcontractor represent and warrant that they are authorized to enter into this Agreement and that entering into this Agreement does not breach or constitute a default under any outstanding commitment, agreement or undertaking, expressed or implied, which is binding upon it.

## **24. ADVERTISING AND PROMOTION**

- 24.1 The Subcontractor shall not refer to or use the name, trade name, trademark, or corporate logo of SIRIM QAS International or any of its division or parent company, in any promotional items, advertising, press releases or other publicity matters relating to this Agreement whether in written, pictorial or electronic format, without the prior written consent of SIRIM QAS International.

## **25. NOTICES**

- 25.1 Any notice to be given under this Agreement shall be in writing either by email or fax and shall be delivered via personal service or by post to the address of the other party or such other address as such party may from time to time notify to the other party.

## **26. TIME**

- 26.1 Time wherever mentioned shall be of the essence of this Agreement.

## **27. PERSONAL DATA PROTECTION**

- 27.1 Subcontractor shall comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations relating to data protection law of any countries, including but not limited to the Personal Data Protection Act 2010 of Malaysia (PDPA 2010), its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the performance and obligations under this Agreement.
- 27.2 Subcontractor is agreeable with the SIRIM QAS International's Privacy Policy as updated by SIRIM QAS International from time to time. A copy of the Privacy Policy can be obtained from <http://www.sirim-qas.com.my/privacy-policy>.

## **28. ANTI-BRIBERY COMPLIANCE**

- 28.1 Either Parties shall:
- (a) comply with all applicable laws and policies relating to anti-bribery and anti-corruption including the Malaysian Anti-Corruption Commission Act 2009 and any amendments thereto ("Anti-Corruption Laws");
  - (b) not engage in any act which would constitute an offence under the Anti-Corruption Laws irrespective of whether or not such act had been carried out inside or outside Malaysia;
  - (c) comply with the ethics, anti-bribery and anti-corruption policies pursuant to the Anti-Corruption Laws;
  - (d) have and shall maintain in place adequate procedures under the Anti-Corruption Laws to ensure compliance thereunder.
- 28.2 If the Subcontractor is convicted by a court of law for involvement in bribery or corruption or unlawful or illegal activities, SIRIM QAS International shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to the Subcontractor.

- 28.3 Upon such termination in Clause 28.2 above, SIRIM QAS International shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by SIRIM QAS International arising from such termination. For the avoidance of doubt, the Parties hereby agree that the Subcontractor shall not be entitled to claim from SIRIM QAS International any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement under this Clause.

## **29. DISPUTE RESOLUTION**

- 29.1 Any dispute arising out of this Agreement shall be settled by way of amicable settlement, failing which, such dispute shall be referred to arbitration in accordance with the rules and regulations of the Asian International Arbitration Centre (AIAC). The Parties hereby agree that the dispute shall be conducted in the following manner:
- (a) The appointing authority shall be the Director of AIAC;
  - (b) The number of arbitrators shall be one (1);
  - (c) The place of arbitration shall be Kuala Lumpur;
  - (d) The language(s) to be used in the arbitration proceedings shall be English; and
  - (e) The law applicable shall be Malaysia.

## **30. GOVERNING LAW**

- 30.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

## **31. APPENDICES AND SCHEDULES**

- 31.1 All appendices and schedules to this Agreement shall form an integral part of this Agreement.

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**[End of Clauses]**  
**(Remainder of this page intentionally left blank)**

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed in their respective names as of the day and year first above written.

Signed by )  
for and on behalf of )  
**SIRIM QAS INTERNATIONAL SDN. BHD.** )

\_\_\_\_\_  
**NUR FADHILAH BINTI MUHAMMAD**  
Chief Executive Officer

In the presence of: -

.....  
**FAUZIAH BINTI FADZIL**  
Senior General Manager  
Product Certification & Inspection Department

Signed by )  
for and on behalf of )  
)  
)

\_\_\_\_\_

In the presence of: -

.....