

Annex

ILAC Laboratory Combined MRA Mark Sub License Agreement

Between the

Name: **Department of Standards Malaysia**

Hereinafter called Sub Licenser

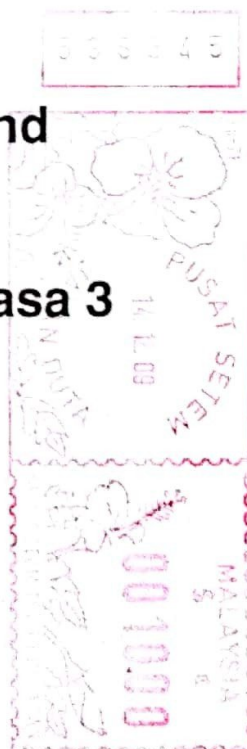
And

Name: **Mentrade Testing Services Sdn Bhd**

Address: **PLO 110 Jalan Cyber 5
Kawasan Perindustrian Senai Fasa 3
81400 Senai
Johor.**

Hereinafter called Sub Licensee

Dated this 03 day of the month of December 2009



Preamble

The sub licensor is entitled in a license agreement with the licensor ILAC to use its MRA Mark as shown below



in combination with its own logo hereinafter called "**Combined MRA Mark**".

The sub licensee intends a commercial use of the Laboratory Combined MRA Mark according to the example specified under clause 2.

§ 1 Purpose of Agreement

The Purpose of this Agreement is the use of the ILAC-MRA Mark, as shown above, in combination with the logo of the sub licensor by way of a sub license. Instead of the logo the sub licensee may use a Mark, which accredited laboratories are entitled to use.

The sub licensor declares to be entitled to dispose of the ILAC-MRA Mark right without restraint.

§ 2 Extent of the License

The sub licensor grants the sub licensee the use of the sub licensors Combined MRA Mark according to § 1 only in combination with the registration number of the sub licensee's accreditation – hereinafter called "**Laboratory Combined MRA Mark**" – on test reports, calibration certificates, pre-printed letterhead, quotations for work, advertisements, websites and other documents in order to demonstrate accreditation by a signatory of the ILAC Arrangement.

The Laboratory Combined MRA Mark shall be used according to the example shown below using the same proportions:



The sub licensee is obliged to present its Laboratory Combined MRA Mark to the sub licensor and shall not use it until receipt of written approval from the sub licensor.

§ 3 Due Diligence

The sub licensee guarantees to use the Laboratory Combined MRA Mark in accordance with the requirements set forth in this Agreement, and will not use in any way that would harm the reputation of the licensor or sub licensor.

The sub licensor is entitled to observe the use of the Laboratory Combined MRA Mark in the country of the sub licensee.

§ 4 Subject of Rights and Duties

If the sub licensee has not exercised due diligence on the use of the Laboratory Combined MRA Mark, the sub licensor can withdraw immediately the right to use the Laboratory Combined MRA Mark. The sub licensor takes no responsibility for any consequences of withdrawal.

Furthermore, the sub licensor may publish on the sub licensor's web site any violation or infringement, by the sub licensee, of the ILAC Laboratory Combined MRA Mark Sub License Agreement.

If the ILAC Laboratory Combined MRA Mark Sub License Agreement is violated or infringed by a third party or person, the contractual partners will immediately inform each other. They will cooperate in any actions taken against such a third party or person. If the sub licensee decides to institute legal proceedings, written approval from the sub licensor must be obtained.

§ 5 Duties to Claims of Third Parties

Any claim against the sub licensee by a third party or person due to the use of the Laboratory Combined MRA Mark, must be reported immediately to the sub licensor. Approval to take legal proceedings must be requested in writing. In addition this notice provides the opportunity for the sub licensor to take part in any eventual legal action.

All expenses for the legal and extra-judicial actions are the responsibility of the sub licensee.

§ 6 Indemnification

Any damages suffered by the sub licensor due to the sub licensee's misuse of the Laboratory Combined MRA Mark and/or violation or infringement of the ILAC Laboratory Combined MRA Mark Sub License Agreement, the sub licensor can claim monetary indemnification from the sub licensee. The sub licensor will give the sub licensee a written warning of such intended action, to which the sub licensee has three weeks to answer before proceedings will begin against the sub licensee. During this time the sub licensee must take all reasonable steps to restore the situation to compliance with the ILAC Laboratory Combined MRA Mark Sub License Agreement, working in close cooperation with the sub licensor.

§ 7 Termination of Agreement

The Agreement commences on the date of signing and expires with the date of termination of the accreditation of the sub licensee. The Agreement automatically renews on the sub licensee's re accreditation. Termination of accreditation or suspension of longer than six months automatically cancels this ILAC Laboratory Combined MRA Mark Sub License Agreement. During a suspension of less than six months the sub licensee cannot use the Laboratory Combined MRA Mark.

Further, the Agreement can also be terminated due to one of the following:

1. For the sub licensor
 - insolvency
 - liquidation
 - exclusion or suspension from the ILAC MRA
2. For the sub licensee
 - insolvency
 - liquidation
 - expiration of accreditation
 - misuse of the Laboratory Combined MRA Mark

§ 8 Severability Clause

Should some or a part of the clauses of this Agreement become invalid or will become invalid, the validity of the other clauses as well as the Agreement remains in affect.

The contractual partners will cooperate in such a way that others will replace invalid clauses, which are agreeable and appropriate to obtain the intended result, provided there is no infringement of statutory regulations.

§ 9 Final Conditions

With the signature of the contractual partners the Agreement becomes legally binding. This Agreement shall not be amended except by written agreement duly executed by the sub licensor and the sub licensee.

All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to be duly given on the date of delivery, if delivered in person, or upon confirmation of receipt by fax, e-mail or surface mail, direct to the other party.

The contractual partners agree they will make their best efforts to settle amicably, disputes arising from this Agreement. Failing agreement it is expressly understood and agreed that this Agreement shall be deemed to have been made in Malaysia, and shall be governed by the laws of Malaysia and the parties agree to submit all disputes, differences arising between the parties in connection with this Agreement or any clause or the construction thereof or the rights duties and liabilities of either party to arbitration in accordance with the laws of Malaysia.

In witness whereof,

This Agreement is executed as two original copies in English.

Dated this 03 day of the month of December, 2009



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Signature on behalf of the Sub Licensor

Ms. Fadilah Baharin

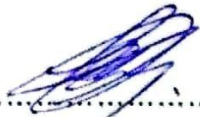
Director General

Department of Standards Malaysia

Century Square

Level 1 & 2, Block 2300, Jalan Usahawan

63000 Cyberjaya, Selangor Darul Ehsan.



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Signature on behalf of the Sub Licensee

Mr E H Khoo

Director / Laboratory Manager

Mentrade Testing Services Sdn Bhd

Plo 110, Jalan Cyber 5,

Kawasan Perindustrian Senai Fasa 3,

81400 Senai,

Johor.