

INTELLECTUAL PROPERTY (IP) UNDERTAKING FORM (NON-IP OWNER)

[*Applicant's name*], acting under the lawful authority of [*Applicant's Company Name*], hereby undertake the following:

1. [*Applicant's Company Name*] are aware that we did not obtain the express written consent and authorization to use the following IP rights in connection with the [*Product Name*] product (hereinafter referred to as "IP Rights"):
 - a) Trademark: [Trademark Name]
 - b) Brand Name: [Brand Name]
 - c) Copyright: [Copyright Registration Number]
 - d) Design Right: [Design Registration Number]
 - e) Patent: [Patent Number]
2. We have made every effort to obtain the express consent of the IP owner, but they have been unable or unwilling to provide their consent. We understand that we are using the IP Rights at our own risk and that we could be held liable for any damages that may arise from our use of the IP Rights.
3. We shall not use the said IP Rights in any way that could be misleading or deceptive.
4. We shall comply with all applicable laws and regulations governing the use of IP Rights.
5. We shall indemnify SIRIM QAS for any liability that may arise from our use of the IP Rights.
6. We hereby undertake not to engage in any activities that infringe upon the intellectual property (IP) rights of any third party. We acknowledge that if we do engage in such activities, SIRIM QAS International may be named as a defendant in any lawsuit or legal action that arises as a result. We agree to indemnify and hold SIRIM QAS International harmless from any and all losses, damages, costs, and expenses (including legal fees) incurred as a result of such lawsuits or legal actions.

If [*Applicant's Company Name*] breach any of these undertakings, we agree to terminate our use of the IP Rights and to pay any damages that SIRIM QAS may suffer as a result.

[Signature]

[Authorise representative of the Applicant's Name & NRIC No.]

[Designation]

[Date]

[Company Stamp]