

LMS COMPLIANCE LTD.		INTELLECTUAL PROPERTY POLICY MY/HRD/002	
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Issue by:

HR Department



Reviewed And Approved by:

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CEO

LMS COMPLIANCE INTELLECTUAL PROPERTY POLICIES

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1. INTRODUCTION

The objective of having IP policy is to raise the awareness about the importance of IP among Staff, Internship Students, Students and Other Relevant Parties (together referred to as "Personnel"). This IP Policy ("IP Policy") is intended to provide support and guidance regarding commercial exploitation, ownership and income from IP and the use of LMS Compliance Ltd. and its subsidiaries and associate companies ("LMS Compliance") facilities and resources to ensure that the development of IP is mutually beneficial for Personnel and LMS Compliance.

In particular, this document sets out the principles and rules that govern the creation, ownership and commercialisation of IP developed by Personnel participating in programmes carried out using LMS Compliance facilities, know-how, confidential information and/or LMS Compliance IP (together, "LMS Compliance Assets"). LMS Compliance has a strong interest in promoting the generation of IP in the context of the Government's drive to create a knowledge based economy, to increase the number of patents, copyrights and other Intellectual Properties coming out from local accredited laboratory and to transfer that technology into viable commercial entities.

The Company recognises and encourages the principle that IP developed at LMS Compliance ("LMS Compliance IP") should be used for the greatest public benefit. Commercialisation is often the most efficient means of promoting the widest possible dissemination and leveraging of IP. In such circumstances, it is appropriate and desirable for both LMS Compliance and the Author of the IP to benefit from the commercial exploitation of IP produced at LMS Compliance if any.

For the avoidance of doubt, this IP Policy (and any subsequent amendments made to this IP Policy) is the agreed protocol or IP Policy referenced in:

- (a) the employment agreement for Staff;
- (b) the employment agreement for contract Staff with specific purpose;
- (c) any other agreements/ documents executed with Other Relevant Party;
- (d) the Company's Handbook; and
- (e) any Declaration Form/ Acceptance Form or Intellectual Property Assignment Agreement signed by Staff and/or Internship Students and/or Other Relevant Parties.

This IP Policy also forms part of the regulations of LMS Compliance which govern the conduct of Internship Students, Staff and other relevant stakeholders.

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Relevant Stakeholders

In this IP Policy, the term “Staff” refers at all times to LMS Compliance part time and whole time staffing having casual, indefinite duration, permanent, pro-rate or temporary contracts (including, without limitation to LMS Compliance outsourced/ internal post-doctoral researchers) and persons employed by LMS Compliance on fixed purpose academic/ commercial contracts.

In this IP Policy, the term “Students” refers at all times to undergraduate students from a registered and recognised University or Institution or Collage attaching with LMS Compliance for his/ her internship or practical practice or sponsored fully/ partially in various means by LMS Compliance.

In this IP Policy, the term “Other Relevant Parties” refers to individuals and/ or corporations and/ or academic bodies and/ or institutes and/ or universities other than Staff and Students who are engaged in research at LMS Compliance and agree to be bound by the provisions of this IP Policy.

2. GENERAL DEFINITIONS

IP is defined as the tangible or intangible assets which include results of research, development, teaching, or other intellectual activity (a full definition is contained at ANNEXURE I). Such IP may be created by academic, research and other Staff, by Students and by Other Relevant Parties such as contractors, consultants, academic and other relevant stakeholders.

IP allows creativity and innovation to be captured and owned in the same way that physical property can be owned. IP includes individually and collectively all technical innovations, inventions, improvements, and/or discoveries, information, writings and software, whether or not patentable or otherwise susceptible to IP protection, including technology and materials in their tangible form and includes IP generated from LMS Compliance Assets. *See ANNEXURE I for full definitions.*

3. THE POLICY’S GOALS

The objective of this IP Policy is to provide a consistent framework within LMS Compliance whereby IP is developed and managed for the benefit of LMS Compliance, the Author and the public good.

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The specific aims of the IP Policy are as follows:

- To encourage the recognition and identification of IP within LMS Compliance.
- To promote the culture of entrepreneurial among Personnel that fosters the development of potential IP commercialisation arising from their research & development at LMS Compliance.
- To create an atmosphere/ environment that encourages new idea, new concept and new knowledge generation within LMS Compliance departments, Personnel which also extend to those internship students and/ or sponsored students.
- To provide an efficient process by having this policy as a guide in order for commercial potential of IP to be assessed by LMS Compliance and its advisors and to ensure that the process of IP evaluation, protection and commercialisation are carried out in a timely manner.
- To motivate the development and exploitation of IP by providing appropriate rewards to both Authors and LMS Compliance, and to provide administrative assistance to Authors.
- To provide support and supervision for the creation of economic structures through which LMS Compliance IP is developed and used commercially.
- To maximise the earnings potential from commercialisation and to utilise financial and other returns to advance and encourage further research and development in LMS Compliance.
- To encourage strategies of commercialisation and technology transfer that provide the greatest benefit to the local economy as a whole.
- To encourage public use and commercialisation of LMS Compliance IP by facilitating its transfer from LMS Compliance to industry and business.
- To ensure that the financial return from the development of LMS Compliance IP is in line with the vision and mission of LMS Compliance.
- To give due regard to the non-financial benefits (e.g. non-cash consideration, benefit of strategic relationships between LMS Compliance and third parties, access to IP and confidential information) that will accrue to LMS Compliance and to the Authors of IP in pursuing the goals of this IP Policy.
- To develop and continually improving in a long-term strategy that enables the development of IP, related to commercialisation and technology transfer, together with maintenance of high standards of education.

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4. GENERAL PROVISIONS - IP POLICY

4.1 As a general rule (subject to the exceptions as set out in this IP Policy, details of which are set out in paragraph 4.3), any IP rights in or to any material/ works created by Personnel in the course of their employment or internship with LMS Compliance or sponsorship projects/ programme by LMS Compliance in relation to work carried out for LMS Compliance is the property of and vests solely and absolutely in LMS Compliance or such companies or organisations as LMS Compliance may nominate for such purposes. Such material/works include, but are not limited to the followings: -

- a) copyright (including rights in computer software and moral rights);
- b) patents;
- c) design rights;
- d) trademark rights;
- e) database rights;
- f) domain names;
- g) know how;
- h) trade secrets;
- i) technologies;
- j) confidential information rights in IP;
- k) testing methods rights; and/ or
- l) other intellectual property rights or other property rights, (whether vested, contingent or future anywhere in the world).

This applies to any IP in materials which are developed by Personnel which they cause to come into existence:

- during the working or practising/ learning hours of LMS Compliance; or
- when using LMS Compliance's equipment, supplies, facilities or LMS Compliance Assets; or
- using LMS Compliance's confidential information, trade secrets, know how or any of LMS Compliance IP; or
- during the working, learning, testing and practising period within the LMS Compliance sponsored programme regardless of fully or partially not limited to monetary form of sponsorship; or
- in relation to any work performed for LMS Compliance (including pursuant to any third party funded research and/ or development programmes).

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4.2 At LMS Compliance 's reasonable cost, Personnel also agree at any later time to execute any documentation or otherwise provide assistance to LMS Compliance to secure, protect, perfect or enforce any of LMS Compliance's rights, title and interests in and to LMS Compliance IP.

4.3 This IP Policy is applicable to IP that is owned by LMS Compliance, including but not limited to any of the reasons outlined bellows: -

- It is developed by Personnel in the course of their normal or specifically assigned duties either when IP could be reasonably be expected to result from the carrying out of those duties and/or, at the time the IP was developed, there was a special obligation on the relevant Personnel to further the interest of LMS Compliance.
- Under the Patent Act 1983 and Copyright Act 1987 (as defined in ANNEXURE 1 of this IP Policy), LMS Compliance is the first owner of any patent/ copyright in the work created by Employees in the course of their employment unless precluded by a prior agreement between LMS Compliance and a third party (or is covered by paragraph 8 of this IP Policy).
- The IP arises out of funded or non-funded research where such research has, in the opinion of LMS Compliance, made use of the equipment, facilities, LMS Compliance Assets and/ or other resources of LMS Compliance and/ or funded/ sponsored partially or fully by LMS Compliance in any forms not limited to monetary form (except where ownership of such IP was provided for in a prior agreement between LMS Compliance and third parties).
- If it is a condition of the appointment of a Student to perform research and/ or development that LMS Compliance should have ownership of the IP arising from the research performed by such Student.
- If it is a condition of the appointment of an Other Relevant Party to perform research and/ or development that LMS Compliance should have ownership of the IP arising from the research performed by such Other Relevant Party.

4.5 The IP Policy also extends to Other Relevant Parties such as non-employees who participate in research and/ or development projects at the Company/ Laboratory/ University/ other stakeholders' premises including visiting academics, industrial personnel etc. unless a specific waiver has been approved. Other Relevant Parties at LMS Compliance who have a prior existing and conflicting intellectual property agreement or arrangement with another employer or third party must enter

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into an agreement with LMS Compliance (see ANNEXURE) to abide by the conditions of this IP Policy in the course of their activities in LMS Compliance.

4.6 In order to enable the achievement of the aims and goals of this IP Policy, the IP Steering Committee will, through dissemination of information and the holding of general information sessions for Personnel, foster the general awareness of Personnel of this Policy. In addition, the IP Steering Committee intends to provide specific training on this IP Policy and its day to day application and relevance to research and/or development active Personnel.

5. INTELLECTUAL PROPERTY STEERING COMMITTEE

A Committee shall be set up in LMS Compliance after the adoption of this IP Policy and shall consist of the following members (the "IP Steering Committee"), The list bellows are not exhaustive subject to changes based on necessity.

- ❖ Managing Director
- ❖ Head of Department/or nominee (from the particular department to which the proposal is relevant);
 1. Secretary / Financial Controller (or nominee);
 2. Head of Development (Chair);
 3. Innovation Manager;
 4. Technology expert for that particular area (appointed in consultation with inventor), as required;
 5. Other professional advisors as required.

The IP Steering Committee members will be required to sign a confidentiality agreement regarding proposals submitted and regarding the IP produced at LMS Compliance and presented to the IP Steering Committee. This will ensure that new ideas are protected. LMS Compliance reserves the right to alter the composition of the IP Steering Committee.

The relevant LMS Compliance Project Manager/ LMS Compliance R&D Supervisor may be required to put forward a proposal to the IP Steering Committee regarding the IP on a project and may be requested to attend a Committee meeting, where appropriate.

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Members of the IP Steering Committee will be required to declare their interest in a proposal if such exists and to absent themselves from any discussion pertaining thereto. The Head of Development is in charge of each of the activities set out in this IP Policy including but not limited to putting the decisions of the IP Steering Committee into effect. The importance of appropriate outside professional assistance is acknowledged. The IP Steering Committee and the Head of Development will avail of these resources when appropriate.

Sub-committees may be set up from time to time by the Head of Development to handle each and every projects to ease the burden of the IP Steering Committee.

6. ROLE OF THE IP STEERING COMMITTEE

- ✓ Processing of IP applications.
- ✓ Conduct IP Audits from time to time.
- ✓ Propose good IP Management strategies from time to time.
- ✓ Set KPI for each relevant department in respect of IP related projects.
- ✓ Educate and update the team as a whole about IP and the risk of IP involved to mitigate unnecessary loss which might be suffered or unnecessary expenses might be incurred by LMS Compliance.
- ✓ To increase the awareness of proper precautions to be executed before disclosure of any confidential information to any related 3rd party, i.e. requesting a 3rd party to sign a Non-Disclosure Agreement or Confidentiality Agreement.
- ✓ Introducing or having some IP related seminars/ briefings/ talks/ courses to LMS Compliance team for all different layers of staffs internally or externally.
- ✓ Allocation of reasonable funding for IP related activities in order to pursue further for a secured R&D.
- ✓ Mitigating IP risk in relation to infringement issues.
- ✓ Determining the commercial value of IP and/or inventions.
- ✓ Determining IP agreements with industry regarding collaborative research projects.
- ✓ Facilitating a fair and equitable return to those involved in commercialisation of their research/work.
- ✓ Nominating negotiators with third parties and ensuring a reasonable financial return to the Personnel involved (where applicable) and to LMS Compliance.

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- ✓ Assess and make acknowledgement of the Author of IP's contribution at LMS Compliance by submitting relevant reports/ testimonials for the said Author for LMS Compliance's management for his/ her promotion or rewarding routes.

7. INVOLVEMENT IN CONSULTANCY WORKS

Staff are permitted to engage in consultancy projects for third parties subject to compliance with applicable LMS Compliance policies in force from time to time and subject to approval by the IP Steering Committee of LMS Compliance. Any such approved consultancies must be disclosed to the IP Steering Committee.

8. INTELLECTUAL PROPERTY ASSIGNMENTS AND PATENT ASSIGNMENTS

For the avoidance of doubt, the provisions of this paragraph 8 apply to all the departments, centres, Companies, universities, institutions, students admitted or sponsored by LMS Compliance and Personnel conducting research or other intellectual activity using LMS Compliance Assets and LMS Compliance's supplies, facilities, confidential information, trade secrets or existing LMS Compliance IP.

As a condition of:

- ✓ employment or engagement by LMS Compliance as Staff;
- ✓ admission by LMS Compliance as a Student; or
- ✓ sponsored student by LMS Compliance for internal or external programme partially or fully in various means; or
- ✓ engagement by LMS Compliance as a Other Relevant Party;

each Student, Staff member and Other Relevant Party (as the case may be) shall comply with this IP Policy and shall agree to assign to LMS Compliance (or a person or company nominated by LMS Compliance or an agency which provided the funding for the relevant research) any and all IP in and to inventions discovered and produced or otherwise developed while the person was Personnel as the case may be.

When required by the specific circumstances of a project, and on the request of the IP Steering Committee, a member of Personnel will agree as follows: -

- ✓ to sign an Intellectual Property Assignment Agreement (see ANNEXURE II); and
- ✓ to execute such documents of assignment or other documentation required to assign or transfer IP and any moral rights to ensure, protect, perfect and enforce LMS Compliance's rights, title and interest in LMS Compliance IP;

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- ✓ to do anything that may reasonably be required to assist any assignee of any patent application or other IP to obtain, protect and maintain its rights, title and interest; and
- ✓ shall use all reasonable endeavours to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may be reasonably required from time to time for the purpose of giving each party hereto the full benefit of the provisions of this IP Policy.

9. RESEARCH FINANCED BY THIRD PARTIES

Any research which is partly or wholly financed by any third party agency shall be subject to the specific provisions of the grant or contract covering that research. In the event of any inconsistency between this IP Policy and the terms of any such grant or contract then the provisions of the said grant or contract shall prevail provided that the IP clauses in such grant or contract have been reviewed by the Head of Development (who will seek external advice if necessary) and, in the case of a contract, such contract has been properly executed by LMS Compliance.

10. ADMINISTRATION OF THE IP POLICY

At LMS Compliance, the office responsible for supporting the development and commercialisation of LMS Compliance IP is the Head of Development. All LMS Compliance IP created by Personnel must be disclosed in accordance with the procedures laid down in this IP Policy.

11. DISCLOSURE

It is a condition of: -

- ✓ employment or engagement by LMS Compliance as Staff;
- ✓ admission by LMS Compliance as a Student; or
- ✓ sponsored student by LMS Compliance for internal or external programme partially or fully in various means; or
- ✓ engagement by LMS Compliance as an Other Relevant Party;

that the results of all research or projects should be fully, promptly and completely disclosed to LMS Compliance.

In order to enable LMS Compliance to ensure that IP policies is fully appreciated and adopted, all LMS Compliance Personnel must disclose any IP arising from such

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research and/ development to LMS Compliance through the Head of Development as soon as possible after such IP is apparent. The IP should be kept confidential for a period of time until a timely evaluation of the case assessment (including but not limited to patentability) has taken place. No publication should be made prior to disclosure. Confidentiality agreements and/or non-disclosure agreements should be used where appropriate.

Standard Procedures for IP protection applications

1. Submission of Invention Declaration Form (see ANNEXURE IV):

- ✓ Regarding any discovery or invention made that might be useful, patentable or otherwise protectable, the IP Policy requires that Personnel complete an Invention Declaration Form.
- ✓ This form should be promptly submitted to the Head of Development.

2. Commercial Evaluation of IP:

- ✓ Any IP reported in an Invention Declaration Form shall be submitted to the IP Steering Committee for assessment under the guidelines of the IP Policy and for recommendations to LMS Compliance regarding the patentability and/or potential commercialisation.
- ✓ The IP Steering Committee may recommend that other suitably qualified advisors or external consultants be engaged to advise on the assessment of the IP.
- ✓ The criteria to assess the commercial value of the IP should including but not limited to: - Assessment that the IP does not cater for a once-off need and that it has a potential long-term benefit.
 - Technical and commercial feasibility.
 - Proof of concept (business plan, access to finance etc.).
 - Potential for sale or licensing of technology or consultancy.
 - Demonstrates a competitive advantage based on differentiated or innovative product or service.
 - Development stage of the subject matter.
 - Commercial focus and profit motive.
 - Study of comparable existing subject matter, licences and commercialisation practices.
 - Proximity to market.

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- Market valuations – in other words ‘what is the current market willing to pay?’
- Barriers to entry into markets.
- Freedom to operate searches.
- Estimated projected sales based on market research.
- Third party assistance including for example input from industry and state agencies.
- Estimated cost of patent process.
- ✓ 3 common valuation approaches to be adopted, i.e. market approach, income approach and cost approach but preferably income approach.
- ✓ Whilst the criteria listed above are not exhaustive, it provides guidance to persons submitting an application as well as to those determining the commercial value. As it is a complex decision, the IP Steering Committee may refer to other expertise (internal or external) where necessary, and further criteria may be applied.
- ✓ A decision will be made by the IP Steering Committee within a reasonable time (e.g. 60/90 days, but in any event no longer than one year from date of report) of receipt of the application, where practicable, and the Author of the IP will be notified in writing of the decision made.
- ✓ If the evaluation is rejected by the IP Steering Committee, the IP Steering Committee may decide in appropriate circumstances, to offer the opportunity to the Author of the IP to pursue exploitation independently if appropriate under agreed written terms. LMS Compliance will have no rights if it subsequently proves successful, subject to any agreed terms.

3. Submission of a patent application or an application for other protection:

- ✓ LMS Compliance shall have the right, but not the obligation, either directly or through an external agent/ lawyer, to seek patent or other protection of the IP and to undertake efforts to introduce the invention into public use.
- ✓ Where a decision is made by the IP Steering Committee to proceed with a patent application, the Author of the IP is required to cooperate in every reasonable way, to execute all necessary documents and to assist the IP Steering Committee in completing the patent application form. The application should remain confidential until such time as the process is complete. Confidentiality agreements will be used where appropriate.

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- ✓ Commercialisation activities should recognise specific terms and conditions in appropriate funding contracts including any External Agreements.
- ✓ The cost of the submission of the application shall be paid by LMS Compliance. Any expenses incurred will be reimbursed to LMS Compliance prior to the distribution of any royalty income (if any) from the IP.
- ✓ The Author of the IP and LMS Compliance shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question. The Author of the IP should be aware that publication prior to the filing of patent applications may prevent the granting of certain patents.
- ✓ LMS Compliance may decide at any stage to withdraw from the process of exploiting an particular piece of IP. This may arise where: -
 - Concern exists regarding the technical or commercial feasibility of a particular piece of IP,
 - costs of exploiting the IP are excessive, or
 - external sponsorship of the process is no longer available, or
 - unforeseeable circumstances.
- ✓ The Author of the IP will be notified in writing of the intention of LMS Compliance to withdraw from the process and the withdrawal will apply from immediate effect.
- ✓ The IP may, at LMS Compliance's entire discretion, be assigned or licensed to the Author in appropriate circumstances, offering the opportunity to the Author of the IP to pursue exploitation independently.
- ✓ No patent application, assignment, licensing or other agreement may be entered into or will be considered valid with respect to LMS Compliance IP except when properly and lawfully executed by LMS Compliance.

12. COMMERCIALISATION

The Head of Development will assist, provide advice, or procure the provision of external professional advice in relation to the various options for commercialisation and technology transfer that may be appropriate in order to best meet the aims of this IP Policy, including:

- ✓ Licensing the IP to a third party for a fixed sum or a royalty related to future sales.
- ✓ Assigning the IP to a third party for a fixed sum or a royalty related to future sales.

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- ✓ Developing the commercial potential of the IP through a campus company/ related company.
- ✓ Developing the commercial potential of the IP through a joint venture with a third party.
- ✓ Any other arrangement that may be considered appropriate.

In providing this advice and assistance, the Head of Development will give due consideration to the retention of the right to use and access know-how and research materials for the purpose of continuing and further research.

13. LICENSING AND DIVISION OF INCOME

Technology Transfer Fund

LMS Compliance will establish a research and development fund to be used to promote and enhance research and development activity and facilities within LMS Compliance as determined by the Research and Development Committee ("R&D Committee") from time to time - the Technology Transfer Fund ("TT Fund"). The R&D Committee will give due cognisance to the research area/centre that secured the funding in deciding on its expenditure.

The TT Fund will be used to assess, protect and facilitate the commercialisation of LMS Compliance IP through the pursuit of patent or other protection, the granting of licenses, the development of campus companies and/or otherwise to ensure maximum benefit to the Company and the public good, as determined by the IP Steering Committee in line with the IP Policy and approval of the R&D Committee.

Division of Income – General Principles

The following points apply in relation to licensing and computation of income from commercialising LMS Compliance IP resulting from LMS Compliance research: -

- ❖ LMS Compliance welcomes the development by industry, for public use and benefit, of inventions and other IP resulting from LMS Compliance research. LMS Compliance will maintain a flexible and open approach bringing LMS Compliance IP into commercial use. Each case will be considered individually and an assessment of all the potential risks and potential rewards will be considered.

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- ❖ The definition of "income" includes revenue derived from the relevant patents or any other LMS Compliance IP in question, which are commercialised by LMS Compliance, and also including but not limited to up-front licence fees, down payments, minimum annual payments, royalties on sales and is net of any expenses incurred by the LMS Compliance in commercialising or protecting the relevant patents or other LMS Compliance IP.
- ❖ IP related grants, awards, incentives, tax exemptions and/ or funding obtained.
- ❖ All direct expenses incurred by LMS Compliance in: -
 - the patenting or other registration or protections of LMS Compliance IP; and
 - the commercialisation of an invention or any other LMS Compliance IP (such as brokerage fees);

including but not limited to administrative, licensing, legal, and any other expenses and costs and any subsequent investigation, development and promotion, will be deducted from the initial royalty income or lump sum. No royalty income will be made available for distribution until such expenses have been recovered.

- ❖ If more than one inventor or department is involved, unless formally agreed amongst themselves, with due regard to the value and substance of their respective contributions, the Inventor's rewards / shares as set out above shall be divided equally among them.
- ❖ For the avoidance of doubt, Personnel (whether Authors of IP or otherwise) that are not Staff or Students but are Other Relevant Party shall not be entitled to royalty income arising from LMS Compliance IP to which they have contributed unless this is stated in their contract of engagement or LMS Compliance agrees otherwise in writing.

Income Division From Intellectual Property Other Than Patents

Subject to the General Principles set out above, division of income derived from commercialising LMS Compliance IP which is not patented may occur from time to time and must be approved by the Financial Controller of LMS Compliance on a case by case basis. It is intended that the division of income will where possible be agreed in advance of commencing a research project. However, it is acknowledged that it is more difficult to calculate the level of income that is derived from IP that is not patented than from patents due to issues such as the following: -

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- ❖ Non-patented IP is often used in bundles where a number of kinds of IP are involved e.g. trade secrets, confidential information and know-how with each kind of IP belonging to a separate Author or under co-branding arrangement.
- ❖ Where non-patented IP is supplied in bundles, it can be difficult to attribute specific value to each of the parts of the bundle.
- ❖ Third party IP may form part of the bundle in question.
- ❖ LMS Compliance non-patented IP may include or be based on third party IP and it may be difficult to separate out the value of each.

The ranges of income that might be approved by the IP Steering Committee are set out below in the Guide Table, however the final division of income will be approved by that Committee (and in certain circumstances, may require the approval of the Minister of Education and Science). LMS Compliance reserves the right to offer a lump sum payment in lieu of an ongoing royalty payment.

Net Income Researcher Department LMS Compliance

To be determined.

14. INTELLECTUAL PROPERTY CREATED OUTSIDE LMS Compliance EMPLOYMENT

The LMS Compliance will have no interest in any inventions or other IP created by Personnel entirely on their own time without the use of any LMS Compliance Assets and out of their job scope assigned. The onus shall be on Personnel asserting their rights under this paragraph 14 to prove to the satisfaction of the LMS Compliance that the relevant invention or IP was in fact created by them on their own time without the use of any LMS Compliance Assets. Personnel must not infringe the Intellectual Property Rights of any third parties.

15. PUBLICATION OF RESEARCH RESULTS

It is LMS Compliance Policy to encourage staff and students to place the results of their research in the public domain either through publication in intranet, any LMS Compliance recognised form of server learned journals or presentation at conferences. This is a vital factor for academic and further development recognition. It is mandatory that such disclosure is not in violation of the terms of any agreement that has been entered into by LMS Compliance with or without a sponsor or other third party.

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It must be recognised that premature publication or disclosure except on a confidential basis may make it impossible to obtain valid patent protection. Where possible the delay in publication to enable a patent application to be filed should be for a period of 90 days from the date when this IP is ready for publication. The placing of a R&D results in the LMS Compliance library without ensuring that accessibility is restricted constitutes publication.

16. ARBITRATION

Any dispute between LMS Compliance and the Author of IP will be forwarded to an independent arbitrator to be agreed by the parties. Failing agreement, the arbitrator will be appointed by the Director General of KLRCA according to KLRCA rules and seat of arbitration at KLRCA. Expenses incurred in arbitration shall be deducted from royalty income before distribution.

17. POTENTIAL CONFLICT OF INTEREST FOR EXTERNAL OR CONSULTANCY AGREEMENTS

LMS Compliance encourages full disclosure of potential areas of conflict and open discussion at an early stage. LMS Compliance will endeavour to help alert Staff and Other Relevant Party to recognise where conflicts may occur and to manage and resolve these conflicts.

18. ORGANISATIONS AND COMPANIES COLLABORATING WITH LMS Compliance ON RESEARCH AND/ OR DEVELOPMENT PROJECTS

The LMS Compliance IP Steering Committee will conduct a commercial evaluation on the IP created/to be created in a research project and will seek information from the collaborating organisation on how it intends to commercialise the IP, and also determine the IP ownership rights they require from the project. The evaluation to determine the commercial value and IP ownership rights will include an examination of the criteria listed in paragraph 11 of this policy. All such information requested and provided will be treated in strict confidence.

Upon above assessment, the IP Steering Committee will decide on the IP ownership rights LMS Compliance require and will agree the sale/assignment, licensing (exclusive or non-exclusive), or joint venture agreements or otherwise with the collaborating company to ensure maximum commercial benefits. A legal agreement

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will be executed between the parties, setting out the rights, entitlements and obligations of each party prior to the commencement of work on the project.

19. MONITORING AND EVALUATION OF POLICY

This IP Policy will be monitored by the Head of Development on an on-going basis. The IP Policy and related research, commercialisation and technology transfer will be monitored and evaluated on an annual basis and may be amended by LMS Compliance from time to time. All amendments to this IP Policy shall be posted on the LMS Compliance Intranet and such amendments shall be fully valid and effective from the date of posting.

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ANNEXURE I

DEFINITION OF INTELLECTUAL PROPERTY

1 Intellectual Property

The LMS Compliance defines 'Intellectual Property' is defined as the tangible or intangible results of research, development, teaching, training and/ or other intellectual activity, all outputs of creative endeavour in literacy, scientific and engineering fields that can be protected either formally or informally including but not limited to all forms of copyright, design right whether registered or unregistered, patent, patentable material, trademarks, know-how, trade secrets, rights in databases, information, data, discoveries, mathematical formulae, specifications, diagrams, expertise, techniques, research results, inventions, computer software and programs, algorithms, laboratory notebooks, actual and potential teaching and distance learning material, and such other items as LMS Compliance may from time to time specify in writing. Intellectual property allows creativity and innovation to be captured and owned in the same way as physical property can be owned. Intellectual property includes individually and collectively all technical innovations, inventions, improvements, and/or discoveries, techniques, process, testing methods, information, writings and software, whether or not patentable or otherwise susceptible to intellectual property protection, including technology and materials in their tangible form.

1.1 Patents

Patents are intended to protect new and improved products, processes and/ or testing methods that have some technical innovation and are capable of industrial application. A Patent gives its owner the right, for a limited period, to stop others from making, using or selling the invention without the permission of the owner in a particular territory. Patent rights are territorial in that a Malaysian Patent does not give Patent rights outside Malaysia. Most Patents are for improvements in a known technology rather than the devising of a completely new technology.

1.2 Copyrights

The **Copyright Rights Act 1987** was intended to transpose and to bring Malaysian law into conformity with its obligations under various International Treaties. Copyright gives the right to control use of certain material such as books and other literature,

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art, music, sound recordings, films and broadcasts. However, copyright does not protect inventions (see Patents) or brand names (see Trademarks). Most, but not all, uses of copyright material will require permission from the copyright owner. Copyright protection is automatic in Ireland in that there is no official application or recording system.

1.3 Trademarks

Trademarks are intended to protect a brand's identity so as to distinguish the goods or services of one trader from those of another trader. A Trademark may be a word, logo, slogan, colour, three-dimensional shape and even a sound or smell. The Trademark must be capable of being represented in words and/or pictures.

1.4 Industrial Design

The **Industrial Designs Act 1996** cover the appearance of a product, either the whole or a part, resulting from such features as lines, contours, colours, shape, texture or materials of the product itself or its ornamentation. The term **product** embraces any industrial or handicraft item. The term **product** has a wide meaning that includes packaging, get-up and graphic symbols (e.g. Desktop icons) etc.

Registration is not available for features of a design which are dictated by the technical function of the product. The new law contains a must fit exclusion under which it is not possible to obtain registration for features which are dictated by the need for the product to fit another. However, modular products, i.e, made up of several components which can be fitted together in different ways, are protectable.

Design Registration gives the owner the right, for a limited period (up to 15 years, with renewals every 5 years in subsequent 2 terms in maximum), to stop others from making, using or selling a product to which the design has been applied, or in which it is incorporated.

1.5 Confidential Information and Know How

Protection for confidential information and know-how arises from the law of confidentiality. The confidential information may be know-how associated with a Patent or a Patent Application, or material in existence before, for example, a Patent Application is filed, or material already protected by another form of intellectual property, for example, copyright.

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1.6 Domain Names

A domain name is a unique address on the Internet. There are various generic TLDs, such as .com and .biz, as well as, ccTLDs (Country code), such as .ie.

1.7 Tangible Research Property

This includes biological materials such as cell lines, plasmids, hybridomas, monoclonal antibodies and plant varieties; computer software, data bases, integrated circuit chips, prototype devices and equipment, circuit diagrams: and analytical procedures and laboratory methods, whether or not intellectual property protection is available through Patents and/or copyright or otherwise.

1.8 Other Forms of Intellectual Property

Other forms of intellectual property include, but are limited to, database right for certain types of database (under Copyright and Related Rights Act, 2000); protection for semiconductor topographies; plant breeders' rights in certain plant varieties; and protection against unfair competition under "passing off" law.

The IP Policy is applicable to LMS Compliance Intellectual Property that is owned by the LMS Compliance for any of the reasons outlined bellows: -

- It is developed by LMS Compliance Personnel in the course of their normal or specifically assigned duties either when intellectual property could be reasonably expected to result from the carrying out of those duties and/or, at the time the intellectual property was developed, there was a special obligation on the relevant LMS Compliance Personnel to further the interest of LMS Compliance.
- Under the Copyright Act (as defined below), the LMS Compliance is the first owner of any copyright in the work created by LMS Compliance Personnel in the course of his/her employment unless precluded by a prior agreement between the LMS Compliance and a third party (or is covered by paragraph 5 of this IP Policy).
- The intellectual property arises out of funded or non-funded research where such research has, in the opinion of LMS Compliance, made use of the equipment, facilities, LMS Compliance Assets and other resources of the LMS Compliance unless such action was precluded by prior agreement between the LMS Compliance and third parties.

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- If it is a condition of a research contract with a third party that the LMS Compliance should have ownership of the intellectual property arising from the contract.

The List of Relevant Law governing Intellectual Property in Malaysia

Trademark	<i>Trade Marks Act 1976 Trade Marks Regulations 1997 Common Law (Tort of Passing Off)</i>
Copyright	<i>Copyright Act 1987 Copyright (Amendment) Act 1997</i>
Patents	<i>Patents Act 1983 Patents Regulations 1986</i>
Industrial Design	<i>Industrial Designs Act 1996 Industrial Designs Regulations 1999 Industrial Designs (Amendment) Regulations 2012</i>
Layout Designs of Integrated Circuits	<i>Layout Designs of Integrated Circuits Act 2000</i>
Trade Secrets	-
TM, Copyright & Common Law	Trade Description Act 2011
Data	Personal Data Protection Act 2014

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ANNEXURE II

Intellectual Property Assignment Agreement for Staff, Students and Other Relevant Parties

Research Project(s) Title: _____ (the "Project(s)")

Research Project(s) Number: _____

I understand that, consistent with applicable laws and regulations, LMS Compliance is governed in the handling of intellectual property by its official IP Policy entitled Intellectual Property Policy and Procedures, (a copy of which I have received), and I agree to abide by the terms and conditions of this IP Policy in the course of my LMS Compliance activities and in the work that I carry out on the Project.

As a general rule (and subject to the exceptions set out in this IP Policy) any intellectual property rights in any material, (including any copyright (including rights in computer software and moral rights), patent, design right, trademark rights, brand rights, database rights, know how, trade secrets, domain names, confidential information rights in design, testing methods rights or other intellectual property rights or other property rights, whether vested, contingent or future anywhere in the world), created by me in the course of my work with LMS Compliance (and in particular in the course of my work on the Project) are the property of and vest solely and absolutely in LMS Compliance ("LMS Compliance IP").

Pursuant to the IP Policy, and in consideration of my participation in projects (and the Project(s)) administered by LMS Compliance, access to or use of facilities provided by LMS Compliance and/or other consideration, I hereby agree as follows: -

1. I will disclose to LMS Compliance all potentially patentable inventions and other LMS Compliance IP conceived or first reduced to practice in whole or in part in the course of my LMS Compliance responsibilities, my participation in the Project(s) at LMS Compliance or with more than incidental use of LMS Compliance resources. I further assign to LMS Compliance all my right, title and interest in such patentable inventions and other LMS Compliance IP created in connection with LMS Compliance and/or the Project(s) and to execute and deliver all documents and do any and all such things necessary and proper on my part to effect such assignment. Such

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LMS Compliance Authorised Personnel
Department:
Name:
Designation:
Date:

[Schedule]

[Insert details of payment, royalty or other income (if any)]

OR

I agree and acknowledge that I have been rewarded according to the relevant law for my creation or involvement in the creation of the said IP, thus I have no right to any payment, royalty or other income in respect of the Project and in respect of my assignment of IP to LMS Compliance in this Agreement.]

*** in the event that this document is to be signed by an Other Relevant Party (as that term is defined in the Introduction of the IP Policy), it may be appropriate to include this provision and the Schedule. To be considered on a case by case basis.*

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ANNEXURE III

INVENTION DECLARATION FORM

1. Title of Invention

2. Inventors

Name	Department	Affiliation with Company (Staff, Student, Party etc.)	Address, Contact Phone No., Email	Contribution to the Invention

3. Contribution to the Invention

Each contributor/potential inventor should write a paragraph relating to his/her contribution and include a signature and date at the end of the paragraph.

4. Description of Invention

(Please highlight the novelty/patentable aspect. Attach extra sheets if necessary including diagrams & the technical write up with flowchart assistance where appropriate).

5. Why is this invention more advantageous than present technology?

What are its novel or unusual features?

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What problems does it solve?

6. Sponsorship

Government Agency & Department	
% Support	
Contract / Grant No.	
Contact Name	
Phone No.	
Address	

Industry or other Sponsor	
% Support	
Contract / Grant No.	
Contact Name	
Phone No.	
Address	

7. Where was the research carried out?

8. What is the potential commercial application of this invention?

9. Was there transfer of any materials/information to or from other institutions regarding this invention?

If so please give details and provide signed agreements where relevant.

10. Have any third parties any rights to this invention?

If yes, give names and addresses and a brief explanation of involvement.

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11. Are there any existing or planned disclosures regarding this invention?

Please give details.

12. Has any patent application been made? Yes/No

If yes, give date: _____ Application No.: _____

Name of patent agent:

Please supply copy of specification.

13. Is a model or prototype available? Has the invention been demonstrated practically?

I/we acknowledge that I/we have read, understood and agree with this form and the Company's Intellectual Property and Procedures and that all the information provided in this disclosure is complete and correct.

I/we shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question.

Inventor: _____

Signature

Name:

NRIC No.:

Date:

Inventor: _____

Signature (if co-inventor)

Name:

NRIC No.:

Date:

Inventor: _____

Signature (if co-inventor)

Name:

NRIC No.:

Date:

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ANNEXURE IV

Data Protection And Confidentiality Undertaking for Employees, Contractors or Students taking part in a project involving LMS Compliance and an outside Partner:

DATA PROTECTION AND CONFIDENTIALITY UNDERTAKING

Name:

Employee/Student ID Number (if applicable):

Designation:

Function/ Jobscope:

In consideration of my appointment by LMS Compliance as a in the performance of services ("Services") under the [research/ employment agreement] ("Agreement") between LMS Compliance and [NAME OF PARTNER] ("Partner") and the related opportunity to gain experience in the Services, I hereby acknowledge that I will acquire certain confidential information ("Confidential Information") relating to LMS Compliance's intellectual property, products and strategies and the intellectual property, products and strategies of the Partner.

I understand and hereby acknowledged the importance of Intellectual Property, as such I agree and undertake to comply with the IP Policies set out by LMS Compliance whereby this undertaking shall be treated as a supplement of the previous letter of undertaking I have signed and shall be taken as part of the letter of undertaking. Also, I fully understand and agree that any inconsistency of contents between the two undertakings, this latest undertaking which is in line with the IP policies shall be prevail.

I hereby undertake to use the Confidential Information only as may be necessary to perform the Services under the Agreement and not to disclose it to any person other than those who have agreed to the same confidentiality undertaking.

I shall use all precautions necessary to protect the Confidential Information from unauthorized disclosure.

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I hereby acknowledge that the Confidential Information is a trade secret of LMS Compliance and/or the Partner and that LMS Compliance and/or the Partner may claim damages from the undersigned for loss of business in the event of any unauthorized disclosure.

For the purposes of the Data Protection Acts 2014, I hereby consent to the processing of all personal data that I provide to LMS Compliance in connection with the performance of the Services and the Agreement.

This undertaking will continue indefinitely until: -

- (a) the Confidential Information is published or otherwise made public by LMS Compliance; or
- (b) circumstance falls within the restricted situations whereby it is permitted under the eyes of law,

and is not conditional on my being or remaining an employee or student of LMS Compliance.

I hereby acknowledge that this undertaking will also benefit the successors and assigns of LMS Compliance together with its related bodies corporate.

Dated:

Signature of person giving the undertaking

Signature of Witness (*Usually HR*)

Name of Witness:

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ANNEXURE V

NON-DISCLOSURE AGREEMENT

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REVISION:

REV	DATE	DESCRIPTION
0	Jan 2016	New release of policy.
1	Mar 2023	Document Header: MY CO2 SDN BHD → LMS COMPLIANCE LTD. Entire document:- - MY CO2 Sdn Bhd → LMS Compliance Ltd. - MYCO2 → LMS Compliance