Attachment 1

CERTIFICATION AGREEMENT
FOR
U.S. FEDERAL COMMUNICATION COMMISSION ("FCC")
TELECOMMUNICATIONS CERTIFICATION BODY ("TCB") PROGRAM

THIS AGREEMENT made the 10th day of August, 2001 by and between Intertek Testing Services NA, Inc. ("ITS") having offices at IDT Technology Limited (Client's Company Name) and Chan Koon Fat, Alex ("Client") having offices at Flat C, 9/F, Kaiser Estate Phase I, 41 Man Yue Street Hung Hom (Client's Company Address)

RECITALS

ITS provides a service for evaluating whether products provided by the Client comply with designated standards or specified requirements. Subject to the terms of this Certification Agreement, products found to be in compliance by ITS may be eligible for inclusion on a list maintained by ITS.

The Client desires to submit or has submitted certain devices, equipment, materials or systems manufactured by or for the Client to ITS for evaluation in order that the product may be considered for Listing by ITS.

If the submitted product is found to be eligible for Listing and Follow-Up Service this Certification Agreement shall be executed by ITS and the Client setting forth the terms and conditions to which the parties hereto must adhere.

For the purpose of this Agreement, the Client may be either, or any combination of, the Applicant, the Agent, the Grantee or the Responsible Party.

NOW THEREFORE, for and in consideration of the mutual covenants herein expressed and other lawful and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Agent. The term Agent shall mean the individual authorized by the Applicant to sign the certification application.

1.2 Applicant. The term Applicant shall mean the individual, partner or officer of the corporation personally signing the certification application.

1.3 Factory Audit Manual. The term Factory Audit Manual ("FAM") shall mean the document prepared by ITS designated as such, which identifies the Applicant, the Agent, the Grantee, the Responsible Party and the Product, and specifies ITS Requirements for the Product, including the type and form of any marking which must be used on or in connection with the Product and related information.

1.4 Follow-up Service. The term Follow-up Service shall refer to the process of ensuring continuing conformity of the Product to the ITS Requirements.

1.5 Grantee. The term Grantee shall mean the party to whom the grant of authorization is issued.

1.6 ITS Requirements. The term ITS Requirements shall mean (a) the requirements contained in the FAM, (b) the standard(s), if any, applicable to the Product, (c) the terms of this Certification Agreement, and, (d) any requirements separately applied as a condition of the Listing.

1.7 Listing. The term Listing shall mean the process of preparing and including the Product in the published directory of ITS certified products.

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receiver for the Client; or (iv) the voluntary or involuntary liquidation of the business of the Client.

6.3 **Client Obligations Upon Termination.** Upon termination of this Certification Agreement, the Client shall:

(a) Continue to honor the terms of Article 4 of this Certification Agreement concerning Indemnification and liability, which terms shall survive the termination of this Certification Agreement.

(b) Pay any remaining outstanding charges owing to ITS.

7. ADMINISTRATIVE PROVISIONS

7.1 **Confidentiality.** Without written authorization from the Client, ITS will not voluntarily disclose to third parties, other than the FCC, confidential and proprietary information which the Client provides to ITS. This obligation shall not apply to information which is already available to the public or acquired from other sources without confidentiality restrictions. ITS agrees that this obligation to maintain confidentiality shall survive the termination of this Certification Agreement.

7.2 **Subpoena.** If ITS is served with a Subpoena, Court Order, or similar document requesting the disclosure of confidential or proprietary information supplied to ITS by the Client, ITS shall promptly notify the Client. In the event that the Client chooses to contest the request, ITS shall cooperate with the Client. The responsibility for contesting the request shall rest solely with the Client. If the Client declines to contest the request or is not successful in contesting the request, ITS will provide the requested information. Any costs incurred by ITS in responding to the request, including reasonable attorney's fees, shall be reimbursed by the Client immediately upon invoicing by ITS.

7.3 **Fees.** Charges for maintaining the Listing and conducting the Follow-Up Service will be billed to the Client or a designated payor. Payment shall be due upon presentation of invoices and the Client shall be considered in default if the charges are not paid within thirty (30) days. ITS reserves the right to adjust the billing rate, and to issue special charges in the event additional costs are incurred by ITS as a result of Client's failure to adhere to the ITS Requirements.

7.4 **No Assignment.** The rights running to the Client under this Certification Agreement may not be assigned to or acquired by any other person or corporation without ITS's written authorization.

7.5 **Term.** This Certification Agreement shall continue in effect for a period of one year from the date first above written and shall automatically be renewed thereafter for periods of one year, unless the termination rights provided for in this Certification Agreement are exercised.

7.6 **Jurisdiction.** This Certification Agreement shall be interpreted in accordance with and governed by the laws of the jurisdiction within which the ITS office stated in the opening paragraph is located.

Intertek Testing Services NA, Inc.	Accepted By: IDT Technology Limited (Client Company Name)
By: _____ (Signature of Authorized Individual)	By: _____ (Proprietor, Partner or Authorized Officer - Signature)
By: _____ (Name of Authorized Individual)	By: Chan Kwan Fat, Alex (Name of Authorized Individual-Printed)
Title: _____	Title: Section Head - BTH
Date Signed: _____	Date Signed: 10/09/2001