

SALES DISTRIBUTION AGREEMENT

This International Product Sales Distribution Agreement (the "Agreement") is entered into as of 4th March, 2002 (the "Effective Date") by and between, _____, having a principal place of business at _____ Seoul, Korea ("Supplier") and _____, having its principal place of business at _____ ("Distributor").

WITNESSETH

WHEREAS, Distributor desires to market and distribute automobile navigation systems manufactured and/or sold by Supplier, which include computer software, including periodical updates to the operating software provided by Supplier from time to time (collectively, "Licensed Software), and hardware; and

WHEREAS, Supplier desires that Distributor shall market and distribute such products on the terms and conditions set forth herein.

WHEREAS, Supplier is a world-class manufacturer of the Products and Distributor has a strong sales force within Korea,

THEREFORE, in consideration of the covenants and conditions contained herein, both parties agree as follows:

1. Definitions.

1.1 "End-User" shall mean a customer to whom Distributor sells at least one(1) Product under the terms and conditions of the Agreement. All such End-User's shall be registered with Supplier.

1.2 "Business Day" shall mean any other than Saturday, Sunday or other day on which commercial banks in the Territory are authorized or required by law or other governmental action to close. For purposes of this Agreement, any days not referred to herein as a Business Day shall be understood to be a calendar day.

1.3 "Product" shall mean a package of products and/or service(including Software updates and support) approved by Supplier for any support towards a single End-User.

1.4 "Registered End-User" shall mean an End-User that Distributor has recorded with Supplier pursuant to mutually agreed procedures. However, Supplier reserves the right to amend such registration procedures from time to time, in its sole discretion, including eliminating the registration program. Changes to the registration procedures shall be effective upon notice to Distributor.

1.5 Support "First Level" shall mean the service support provided by Distributor to End-User in response to an End-User's initial request, by e-mail or telephone call, for support identifying an error.

1.6 Support "Second Level" shall mean the service support provided by Distributor to End-User to reproduce and attempt to correct the error or to find that Distributor cannot reproduce the error identified by its End-User.

1.7 Support "Third Level" shall mean the service support provided to Distributor by Supplier to isolate the error at the component level of the code, if any, as designated by Supplier. Supplier distributes the error correction or circumvention or gives notice to Distributor if no error correction or circumvention is found.

1.8 "Title" or "title" shall mean, subject to any applicable public license, all right, title and interest to the patents, trademarks, service marks, trade names, copyrights, trade secrets, inventions, and know-how relating to the Product and its Technology.

1.9 "Territory" shall mean Korea.

2. Grant of Rights.

2.1 Appointment. Subject to the terms and conditions of this Agreement, Supplier hereby appoints Distributor, and Distributor hereby accepts appointment, as an exclusive distributor of such Products in the Territory. In connection with such appointment, Supplier grants to Distributor an exclusive, nontransferable, license to offer and provide Products to End-Users, and to use, market and distribute the Products to End-Users in the Territory pursuant to the terms and conditions of Sales Distribution Agreement.

2.2 Acceptance of the Agreement. The Agreement for all Products is expressly subject to acceptance or rejection by Supplier. No such Agreement shall be binding upon Supplier until accepted by Supplier; provided, however, that if Supplier does not reject an order within ten (10) business days after its receipt the order will be deemed accepted.

2.3 End-User Agreement. Distributor shall only offer, sell and distribute, with respect to each End-User, the Products under a signed Agreement. Distributor shall diligently enforce the Agreement and use its commercially reasonable efforts to ensure that all End-Users abide by the terms of the Agreement. Distributor shall promptly notify Supplier of any violations of the Agreement of which Distributor is aware and shall further notify Supplier with respect to the steps Distributor has taken, and those Distributor is planning to take, to stop such violations.

2.4 Other Rights. All rights not expressly granted here to Distributor are retained by Supplier.

3. Access to Supplier's Company Logo™, and Delivery.

3.1 Access. To the Licensed Technology and to Supplier's Company Logo™ is limited to authorized Distributor and registered End-Users upon request of Distributor.

3.2 Delivery. Supplier shall deliver to Distributor, either (i) electronically or (ii) by physical delivery (F.O.B. Supplier's facility as set forth on the first page of this Agreement), as applicable, Product(s) sold by Distributor to End Users pursuant to the terms of this Agreement. Upon delivery of Product the risk of loss, but not title, shall pass to Distributor. Unless otherwise instructed in writing by Distributor, Supplier shall select the carrier. Distributor shall bear all applicable taxes, duties and similar charges that may be assessed against the Product after delivery to the carrier at Supplier's facility. Supplier shall retain title to the Product including accompanying documentation.

4. Compensation, Reporting, and Forecast Reports.

4.1 Fees. Distributor shall pay to Supplier the amounts per Product set forth on Exhibit A.(the "Fees" → *will be attached later under consideration*). Distributor shall sell the Products to the End-Users at the prices set forth on Exhibit B.

4.1.1 Payment. Distributor shall make all payments due to Supplier hereunder in a particular month within thirty (30) days of the end of such month. All payments shall be made in U.S. dollars by wire transfer to a bank account designated by Supplier.

4.1.2 Taxes. Fees do not include and are net of any foreign or domestic governmental taxes or charges of any kind that may be applicable to the sale, licensing, marketing, or distribution of the Licensed Software, including without limitation, excise, sales, use, property, license, value-added taxes, franchise,

income, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes which are imposed by Korea, Republic of, based on the net income of Supplier. Any such taxes which are otherwise imposed on payments to Supplier shall be the sole responsibility of Distributor. Distributor shall provide Supplier with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Supplier to establish that such taxes have been paid.

4.2 Reporting. Within ten(10) days of the end of each month, Distributor shall deliver to Supplier (i) a detailed report of Distributor's sales of Product for such month and (ii) copies of the fully executed Sales Agreement for such month. Distributor shall permit Supplier or a representative of Supplier to examine and audit Distributor's Product Sales records and any related records during reasonable business hours; if such an audit uncovers a deficiency in reporting or payments, Distributor shall bear the audit expenses.

4.3 Forecast Reports. On the first of each calendar month, Distributor shall provide Supplier with a current and subsequent quarterly sales forecast setting forth its sales estimates for such period. The forecasts are non-binding and will be used by Supplier only for planning purposes.

5. Marketing / Sales.

5.1 Marketing and Sales Efforts. Distributor shall conduct all of its business in its own name and in a manner as it may see fit; provided, however, that Distributor shall at all times conduct its business as will reflect favorably on the good name, goodwill and reputation of Supplier and its products. Distributor shall maintain a sales office in the Territory and shall use its best efforts and devote such time and resources as may be reasonably necessary to successfully solicit, market, distribute and support the Products on a continuing basis and to comply with good business practices and all laws and regulations relevant to this Agreement or the subject matter hereof. Distributor shall promote the sale of the products by all legally permissible means including, without limitation, personal visits and demonstrations and shall provide and maintain an appropriate sales organization with a sufficient sales force to call and follow-up on accounts in a regular basis and to cover the Territory effectively. In its distribution efforts, Distributor will use current names and product model numbers used by Supplier for the Products (but will not represent or imply that it is Supplier or is a part of Supplier); provided that all advertisements and promotional materials shall be subject to prior written approval of Supplier, which approval shall not be unreasonably withheld; and, provided further, that no other right to use any name or designation is granted by this Agreement. All of Distributor's marketing and sales efforts pursuant to this Section 5.1 shall be set forth in a written marketing and sales plan agreed with in advance by Supplier.

5.2 Materials. Supplier shall periodically provide Distributor with advertising and promotional materials, pricing information and technical data related to the Product, in soft or hard copy form, to the extent Supplier in its discretion makes such materials generally available to its distributors. Distributor shall not otherwise modify such materials without Supplier's prior written approval. All literature, product samples or other material provided to Distributor belongs to Supplier and same shall be returned to Supplier upon request. If Distributor creates the product packaging for delivery to End Users, such product packaging shall (i) be in all material respects the same as that product packaging created by Supplier and (ii) be pre-approved in writing by Supplier prior to any use or distribution by Distributor.

5.3 Relationship Manager. Each party shall appoint a relationship manager, who will be the primary point of contact and responsible party for issues relating to this Agreement. Such relationship manager may be substituted from time to time, upon notice, at the sole discretion of the appointing party. The relationship managers shall communicate from time to time to review technical, sales and marketing issues.

5.4 Translations. Distributor shall adapt the documentation for the Product provided to Distributor by Supplier to the languages in the Territory, if necessary to solicit local business orders, specified in Exhibit B. Upon written request from Supplier, Distributor shall provide Supplier with access to such translations. Supplier shall have the right to use and distribute such translations, in its sole discretion, without payment or royalty to Distributor.

5.5 Meetings. During the Term of this Agreement, Supplier and Distributor shall conduct quarterly meetings to review sales and marketing plans at mutually agreeable times.

6. Technical Support and Training.

6.1 Support for Products by Distributor. Distributor agrees that it shall provide professional services and initial product support in a professional and workmanlike manner without assistance from Supplier. Further, Distributor shall be responsible for delivering First Level and Second Level support to the Registered End-User of the Products distributed hereunder in accordance under the terms of this Agreement. Distributor shall make commercially reasonable efforts to ensure that all questions regarding the use or operation of the Products are addressed to and answered by Distributor, and Distributor will not represent to any third party that Supplier is available to answer any End-User's questions directly. Supplier may refer any End-User First Level and Second Level support questions relating to the Products distributed hereunder to Distributor.

6.2 Support for Products by Supplier. Supplier shall provide the Third Level technical support to Distributor concerning technical aspects and the use of the Products in order for Distributor to support any Registered End-User via: (i) telephone, fax, electronic mail and through World Wide Web support and submissions; (ii) with support hours from during normal Business Days 9:00 a.m. to 5:00 p.m. Pacific Standard Time; (iii) up to two(2) authorized Distributor End-User contacts; (iv) unlimited incidents; (v) access for Distributor to Supplier 's web knowledge database; and (vi) all Updates and Upgrades issued during the annual support term.

6.3 Problem Reporting. Distributor shall keep Supplier informed as to any problems encountered with the Products and any resolutions arrived at for those problems, and to communicate promptly to Supplier any and all modifications, design changes or improvements of the Product suggested by any End-User, employee or agent. Distributor further agrees that Supplier shall have, and is hereby assigned, any and all right, title and interest in and to any such suggested modifications, design changes, or improvements of the Product, without the payment of any additional consideration therefore either to Distributor, or its employees, agents or End-Users. Distributor will also promptly notify Supplier of any infringement of any trademarks or other proprietary rights relating to the Product of which Distributor becomes aware.

6.4 Training for Distributor. Distributor shall require Distributor's technical personnel, upon their execution of a Supplier 's Non-Disclosure Agreement, to attend initial Supplier training. The number of Distributor's technical personnel to attend such Supplier technical training and the time and place of such training shall be mutually agreed by Supplier and Distributor. Any technical training requested by Distributor for additional technical personnel and/or in excess of the agreed upon training will be at Supplier's then-current standard rates. All expenses of Distributor personnel in connection with training shall be borne by Distributor.

6.5 Training for End-Users. If Distributor provides any product training to End Users, whether as a part of a Product purchase or otherwise, such training must conform with the training quality levels provided by Supplier to its customers.

7. Disclaimer and Warranties.

7.1 Disclaimer. SUPPLIER MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT OR ANY SERVICES PROVIDED HEREUNDER PROVIDING SAME TO DISTRIBUTOR "AS-IS", AND SUPPLIER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. SUPPLIER DOES NOT WARRANT THAT THE PRODUCT OR ANY SERVICES PROVIDED HEREUNDER WILL MEET DISTRIBUTOR'S OR ITS END-USERS' REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED.

7.2 **Representations.** Distributor shall not make any warranties or representations binding on Supplier with respect to the Product, and Distributor shall limit its representations regarding the Product to those contained in this Agreement. Distributor shall indemnify, defend and hold Supplier harmless from and against warranty claims made by End-Users for warranties made by Distributor that exceed the scope of the warranty expressly set forth above.

8. Term and Termination.

8.1 **Term.** This Agreement shall become effective upon approval by the appropriate authorities in the Territory, which shall be obtained within three (3) months within the Effective Date, and shall continue in force for an initial term of three (3) years from the Effective Date, unless terminated earlier under the terms of this Section 8. This Agreement shall automatically renew for successive one(1) year terms unless terminated, in writing, at least ninety(90) days prior to the anniversary date of the Agreement.

8.2 **Termination.** This Agreement may be terminated by either party upon notice if the other party (i) breaches any material term or condition of this Agreement and fails to remedy the breach within thirty (30) days after being given notice thereof, or, in the event such breach is not reasonably susceptible of cure within thirty (30) days, such longer period as is reasonably necessary, or (ii) ceases to function as a going concern or to conduct operations in the normal course of business, or (iii) has a petition filed by or against it under any bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing. Supplier may terminate this Agreement, at any time, in the event Distributor does not meet the sales milestones set forth in Exhibit A, or if Distributor fails, in the sole discretion of Supplier, to provide high-quality service and/or support to any Registered End-User.

8.3 **Effect of Termination.** In the event this Agreement is terminated, Distributor' rights under this Agreement shall terminate, provided, however, that each End-User's right to use the Product previously licensed to it by Distributor shall survive. Distributor's use of Supplier's Marks shall cease. All Product and other Supplier's materials provided hereunder will remain the property of Supplier and its licensors. Upon termination of this Agreement, Distributor shall enter into no further contractual relationships or renewals of the Product, under any agreement, with any third parties including any End-User for the sale or support of the Product. Upon termination of this Agreement, neither party will retain any copies of Confidential Information which may have been entrusted to it by the other party, and within thirty(30) days of a written request by the other party, an officer of each party shall certify to the other party that all copies of Confidential Information of the other party received hereunder have been returned or destroyed. Notwithstanding the foregoing, Distributor may retain one(1) copy of the Licensed Software and one (1) copy of any related documentation, and may use such materials only internally as is necessary to support its installed End-User base.

8.4 **Limitation.** In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investment, leases or commitments in connection with the business or goodwill of Supplier or Distributor. Termination shall not, however, relieve either party of obligations incurred prior to the termination.

8.5 **Survival of Provisions.** The provisions of Sections 1, 4, 6.4, 7, 8.3, 8.4, 9, 10, 11, 12 of this Agreement shall survive the termination of this Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this Agreement.

9. Intellectual Property.

9.1 **Intellectual Property Rights.** Distributor acknowledges and agrees that, as between Distributor and Supplier, Supplier shall retain all Title in the Product, and in all of Supplier's patents, trademarks, service marks, trade names, copyrights, trade secrets, inventions, and know-how relating to the Product.

9.2 Protection. Distributor will do all things reasonably requested by Supplier to protect Supplier's intellectual property rights as those reasonably relate to Distributor's reproduction, use and distribution of the Licensed Software under the terms of this Agreement, including without limitation patents, trademarks, service marks, trade names, copyrights, trade secrets, inventions, and know-how relating to the product.

9.3 Proprietary Notices. Distributor will ensure that all copies of the Product reproduced or distributed by Distributor, as applicable, will incorporate all copyright and other proprietary notices in the same manner that Supplier incorporates such notices in the Product or in any other manner reasonably requested by Supplier. Distributor agrees that it shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed on, or embedded in the Product by Supplier, and further Distributor agrees that it shall require the Registered End-User to agree not to remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed on, or embedded in the Product by Supplier.

9.4 Trademarks. During the Term of this Agreement, Distributor shall have the right to indicate to the public that it is an authorized distributor of Supplier's Product and provider of Products and to advertise such Products under the patents, trademarks, service marks, trade names, copyrights and domain names that Supplier may adopt from time to time ("Supplier's Marks"). All representations of Supplier's Marks that Distributor intends to use shall be exact copies of those used by Supplier in design, color and other details. In addition, Distributor shall fully comply with all reasonable guidelines, if any, communicated by Supplier concerning the use of Supplier's Marks. Nothing in this Agreement gives Distributor any right, title or interest in Supplier's Marks. All rights, title and interest in and to Supplier's Marks (including those may adopt from time to time) remain the property of Supplier exclusively; however Distributor may, only during the Term of this Agreement, register and use Supplier's Marks, in Supplier's name (Linudix Co., Ltd.), in the Territory. Distributor's use of Supplier's Marks shall inure to the benefit of Supplier. Any goodwill arising from Distributor's use of Supplier's Marks shall revert to Supplier.

9.5 Restrictions. Distributor shall not alter or remove any of Supplier's Marks affixed to the Product by Supplier or those contained in any documentation provided by Supplier. Except as expressly set forth herein, nothing contained in this Agreement shall grant, or shall be deemed to grant, to Distributor any right, title or interest in or to Supplier's Marks or in any third party marks as may be affixed to the Product. At no time during or after the Term of this Agreement shall Distributor challenge or assist others to challenge Supplier's Marks (except to the extent such restriction is expressly prohibited by applicable law) or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to those of Supplier. If Distributor refuses or neglects to perform its obligations hereunder, Distributor agrees to reimburse Supplier for all costs, including reasonable attorneys' fees, and other expenses incurred by Supplier in connection with any action taken to enforce its rights and the duties of Distributor under this Section. Upon termination of this Agreement, Distributor shall immediately cease to use all Supplier's Marks.

10. Confidential Information.

10.1 Definition. As used in this Agreement, the term "Confidential Information" shall mean any information disclosed by one party to the other pursuant to this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral information disclosed by one party to the other pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure. Notwithstanding the foregoing, the Product, this Agreement shall be deemed the Confidential Information of Supplier without the necessity of marking.

10.2 General. Each party (as a "Receiving Party") agrees that all code, inventions, algorithms, know-how and ideas and all other business, technical and financial information it obtains from the other party ("Disclosing Party"), are the Confidential Information of the Disclosing Party. Except with the consent of the Disclosing Party, the Receiving Party shall hold in confidence and not use or disclose any Confidential Information of the Disclosing Party except as expressly set forth herein or otherwise authorized in writing, shall

implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's Confidential Information and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this Agreement, and subject to confidentiality and nonuse obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, but in no event less than reasonable care.

10.3 Exceptions. Notwithstanding the above, the Receiving Party's nondisclosure obligation shall not apply to information it can document (i) is generally available to the public other than through breach of this Agreement (ii) is rightfully disclosed to the Receiving Party by a third party or (iii) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party.

10.4 Remedies. Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that the Disclosing Party's remedies at law for a breach by the Receiving Party of its obligations under this Section will be inadequate and that the Disclosing Party shall be entitled to equitable relief (including without limitation provisional and permanent injunctive relief and specific performance). Nothing stated herein shall limit any other remedies provided under this Agreement or available to the Disclosing Party at law. Upon expiration or termination of this Agreement for any reason, each party will return all copies of all Confidential Information of the other party in its possession or control.

11. Limited Liability.

11.1 EXCEPT FOR LIABILITY UNDER SECTION 10 AND PROVISION 12.10, EACH PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT, THE TERMINATION THEREOF, AND/OR THE PROVISION OF GOODS OR SERVICES HEREUNDER WILL BE LIMITED TO THE AMOUNT PAID DISTRIBUTOR HEREUNDER TO SUPPLIER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER ENTITY FOR LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, UNDER ANY CAUSE OF ACTION, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

12. Miscellaneous.

12.1 Controlling Law. This Agreement shall be governed by, and interpreted in accordance with the laws of the State of California, United States of America, without reference to conflict of laws principles and excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction between them that may be implemented in connection with this Agreement.

12.2 Disputes. Any claim, controversy, or dispute (collectively, "Dispute") concerning any issues arising out of or relating to this Agreement shall be submitted in writing to the legal departments of each party, who shall attempt in good faith to resolve the Dispute. In the event the legal departments are unable to resolve the Dispute within thirty (30) Business Days, the Dispute shall be escalated in writing to executive management of the parties respective companies who shall attempt in good faith to resolve the Dispute. In the event there is no resolution after this process, the Dispute that cannot be settled amicably by agreement of the parties hereto, shall be finally settled by binding arbitration in the United States of America in accordance with the arbitration rules of the American Arbitration Association ("AAA") then in effect by one or more arbitrators appointed in accordance with said rules provided, however, that arbitration proceedings may not be instituted until the party alleging breach of this Agreement by the other party has given the other party not less than sixty (60) days to remedy any alleged breach and the other party has failed to do so. All documents and agreements relative to any

such dispute shall be read, interpreted, and construed from the English versions thereof. The award rendered shall be final and binding upon both parties. Judgment upon the award may be entered in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be. Nothing herein shall prevent either party from seeking equitable or injunctive relief from a court of competent jurisdiction. The prevailing party in any dispute shall be entitled to collect reasonable attorneys' fees.

12.3 Assignment. Neither party may assign or delegate this Agreement or any of its licenses, rights or duties under this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all such party's assets or equity, whether by transfer or sale of substantially all the assets of the division responsible for this Agreement or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement, and further, provided that Distributor may not assign this Agreement or any of its licenses, rights or duties hereunder, to any entity which, in the reasonable judgment of Supplier, is a direct competitor of Supplier. Upon any such attempted prohibited assignment or delegation this Agreement shall automatically terminate. Except as provided above, this Agreement shall inure to the benefit of each party's successors and assigns.

12.4 Authority. Each party represents that all corporate action necessary for the authorization, execution and delivery of this Agreement by such party, and the performance of its obligations hereunder, has been taken.

12.5 Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing. Notice shall be considered delivered and effective (i) when personally delivered; (ii) the day following transmission if sent by telex, telegram or facsimile followed by written confirmation by registered overnight carrier or certified mail; or (iii) one (1) day after posting when sent by registered private overnight carrier (e.g., DHL, Federal Express, etc.); or (iv) five (5) days after posting when sent by certified mail. Notices shall be sent to the parties at the addresses set forth on the first page of this Agreement or at such other address as shall be given by either party to the other in writing. Notices to Supplier shall be addressed to the attention of "General Counsel".

12.6 Partial Invalidity. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

12.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

12.8 Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. The failure of either party to enforce at any time the provisions of this Agreement shall in no way constitute a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter.

12.9 Independent Contractors. The relationship of Supplier and Distributor established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint ventures, legal representatives, employees, franchisees, agents, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party. All financial obligations associated with a party's business are the sole responsibility of such party.

12.10 Indemnity. Distributor agrees to defend, indemnify and hold Supplier harmless from any liability, loss, cost, damages, claims or expense (including reasonable attorney's fees) which Supplier incurs as a result of the activities of Distributor, or performance of, or failure to perform any services, related thereto, including any claims arising out of Distributor's breach of any provision of this Agreement. Supplier shall, at its expense, indemnify and hold Distributor harmless from and against any claim, injury, loss or expense (including reasonable attorneys' fees) which Distributor incurs arising out of a third party claim that the portions of the Product both manufactured and delivered by Supplier infringe any copyright, trade secret, or patent as of the Effective Date of the Agreement.

12.11 Export Control. Distributor understands and acknowledges that Supplier is subject to regulation by agencies of Korean Government, including, but not limited to, the Korean Department of Commerce, which prohibit export or diversion of certain software and technology to certain countries. Any and all obligations of Supplier to provide the Product, as well as any other technical information or assistance shall be subject, in all respects, to such Korean laws and regulations as shall from time to time govern the license and delivery of technology and Software abroad by persons subject to the jurisdiction of Korea, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the Department of Commerce, Bureau of Export Administration. Distributor warrants that it will comply with the Export Administration Regulations and other Korean laws and regulations governing exports in effect from time to time.

12.12 Governmental Approvals. Distributor represents and warrants that it will obtain all required approvals of the government of any country outside Korea in which it markets or distributes the Product in connection with this Agreement. Distributor understands that it may not market or distribute the Product in any jurisdiction which is outside of its Territory.

12.13 Applicable Laws. Distributor agrees that it will comply with all applicable laws of each jurisdiction applicable to Distributor's activities under this Agreement.

12.14 Governing Language. The official text of this Agreement shall be in the English language, and any interpretation or construction of this Agreement shall be based solely on the English language text.

12.15 Force Majeure. Nonperformance of either party, except the payment of money, shall be excused to the extent that performance is rendered impossible by strike, fire, acts of God, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of, and is not caused by the negligence of, the non-performing party. In the event such delay extends delivery of the products beyond thirty (30) days, such corresponding purchase order may be cancelled by Distributor without liability for such cancellation.

12.16 Authority. Each party warrants that all corporate action necessary for the authorization, execution and delivery of this Agreement by such party and the performance of its obligations hereunder has been taken.

12.17 Modification. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by authorized representatives of both parties.

12.18 Section Headings. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.19 Entire Agreement. The terms and conditions herein contained, including all Exhibits which are hereby incorporated herein by reference, constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the

subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in a written document signed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the date first above written.

“)

DISTRIBUTOR (“_____

Signature: _____

Signature:

Printed Name: _____

Printed Name:

Title: _____

Title:

Date: _____

Date:
