

## **SERVICE AGREEMENT**

On behalf of 0000 Korea, Ltd., a company on the way to be organized under the laws of the Republic of Korea (the "**Party A**"), Party A hereby offers a commission to Mr/Ms. \_\_\_\_\_ residing at \_\_\_\_\_ KOREA, an individual residing in the Republic of Korea (the "**Party B**"), and Party B accepts the offer of commission pursuant to the terms and conditions set forth this Service Agreement (the "Agreement").

### **1. Service**

#### **a. Effective Date**

This Agreement shall become effective upon ratification of this Agreement by Party A. Upon effectuation of this Agreement, service of Party B with Party A should be commenced on \_\_\_\_\_, 2006. Party A may terminate the contract due to the business reason at any time. Party B is subject to six months probation period from the commencement of the service during which either party may terminate the contract by giving the other party not less than two weeks notice.

#### **b. Position and Duties**

(i) During the Term of Party B's service, Party B shall serve as \_\_\_\_\_, and in so doing, shall report to Party A. Party B shall have supervision and control over, and responsibility for, such products and service for the products of Party A.

(ii) During the Term of Party B's service and excluding any periods of vacation and sick leave to which Party B is entitled, Party B agrees to devote full business time to the business and affair of Party A and, to the extent necessary, to discharge the responsibilities assigned to Party B hereunder, to use Party B's reasonable best efforts to perform faithfully, effectively and efficiently such responsibilities. The duties and responsibilities of Party B shall also include such other duties and responsibilities as Party A may from time to time reasonably assign to Party B, in all cases to be consistent with Party B's corporate office and position.

(iii) Party B must:

(a) perform to the best of Party B's abilities and knowledge the duties assigned to Party B from time to time. The duties initially assigned to Party B include those listed in Schedule 1;

(b) work such hours as are reasonably necessary to perform Party B's duties (overtime is not payable);

- (c) use all reasonable efforts to promote the interests of Party A;
- (d) disclose to Party A any facts which might involve a conflict between Party B's interests and the interests of Party A;
- (e) comply with all policies of Party A in place or as varied or replaced from time to time that are intended to apply to Party B (although these do not form part of Party B's contract of commission); and
- (f) comply with all laws and the rules and regulations of manager applying to Party B's position and the duties assigned to Party B.

**c. Loyalty**

Party B shall not, without the consent of the Board, during the continuance of this Agreement, be actively engaged in any capacity in any trade, business or occupation whatsoever other than the business of Party A, provided, however, these provisions shall not prohibit the holding of shares or other passive investments in any company or business if such companies or businesses do not compete with Party A, or to serve on corporate, civic or charitable boards or committees, or to deliver lectures or fulfill speaking engagements, or manage personal investments, so long as such activities do not significantly interfere with the performance of Party B's responsibilities in accordance with this Agreement.

**2. Contract fee**

Company shall pay to Party B as fixed contract fee before tax for the Term of this Agreement in the amount of \_\_\_\_\_ Korean Won (₩\_\_\_\_\_) payable on the [first (1<sup>st</sup>)] and [fifteenth (15<sup>th</sup>)] day of each month ("Contract fee") for the time period preceding the date. The Contract fee shall be adjusted on a yearly basis upon mutual agreement between Company and Party B.

**3. Termination**

**a. Cause**

Party A may terminate Party B's commission for Cause (as defined herein) or without Cause by giving Party B thirty (30) days' advance notice in writing. For all purposes under this Agreement, termination of commission for "Cause" shall be found to exist if Party B shall at any time:

- (i) commit any serious or persistent breach of any of the provisions herein contained;

- (ii) be guilty of any grave misconduct or willful neglect in the discharge of his duties hereunder; or
- (iii) be proven guilty of any criminal offense other than an offense which in the reasonable opinion of the Board does not affect his position with Party A.

**b. Breach**

Notwithstanding any provisions herein, Party A and Party B shall each have the right to terminate this Agreement by giving thirty (30) days' written notice to the other party, if the other party breaches any provision of this Agreement and fails to cure such breach within such thirty (30) day period.

**c. Death or Disability**

Party B's commission shall terminate in the event of his death. Party A shall have no obligation to pay or provide any compensation or benefits under this Agreement on account of Party B's death. Party B's rights (and the rights of his estate) under any benefit plans of Party A in the event of Party B's death shall be determined under the provisions of those plans. Party A may also terminate Party B's commission for Disability (as defined herein) by giving Party B thirty (30) days' advance notice in writing. For all purposes under this Agreement, "**Disability**" shall mean that Party B, at the time notice is given, has been unable to substantially perform his duties under this Agreement for a period of not less than six (6) months as the result of his physical incapacity or mental illness.

**d. Effect**

Upon expiration or termination of this Agreement, all rights and obligations under this Agreement shall become null, void and ineffective, except that Party B's obligations regarding confidentiality, non-compete and non-solicitation under Sections 5, 6, and 7 herein shall survive any expiration or termination of this Agreement and shall remain in full force and effect in accordance with the provisions under such Sections.

**5. Confidentiality**

**a. Confidential Information / IP Rights**

At any time during the Term of Party B's commission with Party A or for a period of [three (3)] years thereafter, Party B shall not directly or indirectly disclose, publish, transfer or otherwise reveal to a third party any confidential information or propriety data of Party A without the prior written consent of the board of directors of

Party A, unless Party B is acting solely for the benefit of Party A in connection with Company's business and in accordance with Company's established practices and policies.

Party B:

- (a) presently assigns to Party A all existing and future Intellectual Property Rights in all inventions, models, designs, drawings, plans, software, reports, proposals and other materials created or generated by Party B (whether alone or with Party A, its other Party Bs, agents or contractors) for use by Party A; (or a Related Company of Party A); and
- (b) acknowledges that by virtue of this clause, all such existing rights are vested in Party A and, on their creation, all such future rights will vest in Party A.

**b. Party B's assistance**

Party B must do all things reasonably requested by Party A to enable Party A to assure further the rights assigned under Section 5.a.above.

**6. Non-Compete**

After termination of Party B's commission for any reason whatsoever, Party B must not for a period of 12 months:

- (a) directly or indirectly engage in or prepare to engage in, own an interest in, be employed by or consult for any business or activity in the Republic of Korea that is the same or similar to that part or parts of the business carried on by Party A or any Related Company of Party A in which Party B was employed at any time during Party B's last 12 months' commission with Party A, in particular but without limitation.
- (b) solicit, canvass, approach or accept any approach from any person who was at any time during Party B's last 12 months' commission with Party A a client or customer of Party A or any Related Company of Party A in that part or parts of the business carried on by Party A or any Related Company of Party A in which Party B was employed with a view to obtaining the custom of that person in a business that is the same or similar to the business conducted by Party A or any Related Company of Party A;
- (c) interfere with the relationships between Party A and any Related Company of Party A and their clients, customers, Party Bs or suppliers; or
- (d) induce or assist in the inducement of any senior Party B of Party A or a Related Company of Party A who was employed during Party B's last 12 months' commission with Party A or any Related Company of Party A to leave their commission.

**7. Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the parties and supersedes any and all prior or contemporaneous, oral or written, representations, communications, understandings and agreements between the parties with respect to the subject matter hereof; provided, however, that this Section 8 shall not be interpreted to affect any benefits that are already granted to Party B at the time of this Agreement.

**8. Modifications**

This Agreement shall not be modified, amended, cancelled or altered in any way, and may not be modified by custom, usage of trade or course of dealing, except by an instrument in writing signed by both parties. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties.

**9. Waiver**

The performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, and such waiver shall be effective only with respect to the specific obligation described. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same provision or another provision of this Agreement.

**10. Severability**

If any provision hereof is found invalid or unenforceable pursuant to any Party B, legislative, judicial or other decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms, unless either party deems the invalid or unenforceable provisions to be essential to this Agreement, in which case such party may terminate this Agreement, effective immediately, upon written notice to the other party.

**11. Warranties**

If Party B accepts commission with Party A, then Party B warrants:

- (a) that Party B has disclosed to Party A information about any possible restrictions on Party B from performing Party B's duties set out in this agreement;
- (b) other than what Party B has disclosed to Party A, that Party B is not restricted from performing Party B's duties for Party A arising from a restrictive covenant or other non-competition obligation owed to anyone, or a restriction imposed on Party B concerning the use of any information or the intellectual property rights of anyone;
- (c) that the credentials and information provided by Party B to Party A (or to Party A's agent) touching upon Party B's qualifications and ability to perform the duties under this agreement are true and correct; and
- (d) other than what Party B has disclosed to Party A, that prior to accepting commission, Party B has not suffered from an occupational disease in any trade, industry or process.

## **12. Governing Law**

This Agreement and all disputes arising out of or in connection with this Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the Republic of Korea.

## **13. Assignment**

Neither party shall have the right, power or authority to assign this Agreement or any of its rights or obligations hereunder to any third party, and this Agreement may not be involuntarily assigned or assigned by operation of law, without the prior written consent of the other party.

## **14. Third Party Benefits**

This Agreement shall be binding upon, and inure to the benefit of, each of the parties and their respective successors and permitted assigns. Nothing contained in this Agreement, express or implied, shall be deemed to confer any right or remedy upon, or obligate any party hereto to, any person or entity other than the parties and their respective successors and permitted assigns.

## **15. Notices**

All notices, demands, requests, consents or other communications hereunder shall be in writing and shall be deemed sufficiently given if personally delivered, in

which case such notice shall be deemed received upon delivery, or sent by registered or certified mail, return receipt requested, in which case such notice shall be deemed received five (5) days after dispatch in which case such notice shall be deemed received upon receipt of confirmation of the receipt of the telecopy, to the parties at the following addresses, or to such other address as may be designated by written notice given by either party to the other party:

To Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

To Party B:

Mr. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**17. Captions**

The section headings and captions contained herein are for purposes of reference and convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

**18. Language**

The parties agree that the English language shall be the language used for the interpretation of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

The "Company":

By: \_\_\_\_\_

Name:

Title:

The "Party B":

\_\_\_\_\_

## **Schedule 1     Duties and Obligations**

Party B's commission description will involve: