

Rules of Employment

XxxxxxxCo. Limited

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Chapter 1. General Rules

Article 1. Purpose

1. These Rules of Employment (hereinafter referred to as "the Rules") have been established to ensure the development of XXXXXXCo. Ltd. (hereinafter referred to as "the Company") and to protect the basic welfare of its employees by stipulating working conditions, service regulations, and other employment matters.
2. Issues not mentioned herein shall be dealt with in accordance with the Labor Standards Act and/or other relevant Korean statutes.

Article 2. Scope

1. The Rules shall apply equally to all employees of the Company
2. "Employee" in these Rules refers to someone who has been hired pursuant to Article 3, 4 & 5 (including employees under probation pursuant to Article 7), excluding the following employees:
 - 1) Temporary workers (employed for a definite period not exceeding two (2) months; working less than six (6) hours a day; or with fewer than five (5) contractual working days a week.
 - 2) Employees hired for a definite period not exceeding one (1) year
 - 3) Dispatch employees

Chapter 2. Employment

Article 3. Employment Opportunities

In recruiting or hiring employees, Company policy is to provide eligible applicants with just and equal opportunities and hire the persons most suitable for each position.

Article 4. Screening

Applicants shall submit an application, resume, and other documents required by the Company. The Company shall interview eligible applicants and examine their documents.

Article 5. Documents to be Submitted

1. Employees hired shall submit to the Company the following documents within 14 days:

- a) A Resume in English
 - b) A copy of Resident Registration Certificate
 - c) A signed Employment Contract (company form)
 - d) A copy of certificate of highest education attained
 - e) Any related licenses or certificates
 - f) Other documents as requested by the Company
2. Employees shall notify the Company of relevant changes to their status or personal information.

Article 6. Employment Contract

The Company shall sign a written employment contract detailing wages, working hours, contract period, etc. with employees hired under Article 4 (Screening Procedures) of the Company.

Article 7. Probation Period

1. The probationary period for new employees shall be three (3) months from the date of employment. The probationary period may be shortened or extended depending on the employee's professional qualifications or experience.
2. During the probationary period, or at the end, if a person is recognized by the Company as being unsuited for continued service with the Company, his/her employment may be terminated without notice or any further compensation. The Company shall only be responsible for compensation for the number of days worked by the employee up to termination.
3. The probationary period shall be included in the employee's consecutive years of service.

Chapter 3. Working Regulations

Article 8. Working Regulations

All employees must:

1. faithfully perform the jobs they are responsible for.
2. avoid disclosing or attempting to disclose, any trade secrets of the Company, at any time during his/her employment or at any time after cessation of employment.
3. not commit any act which may or in fact brings the Company into disrepute.
4. use company email and internet access for company purposes only. Employees shall refrain from using these things for personal purposes during working hours. Visiting pornographic sites (and/or downloading related materials), and visiting gaming or stock sites is strictly prohibited. (IT policy)

5. use only software with proper company licensing and approval by the Company.
6. not use the Company name or his/her position in the Company for personal gain or for reasons other than the performance of his/her duties.
7. not engage directly or indirectly in any other business or occupation during working hours without prior approval of the Company.
8. drink or take illegal substances on company premises or enter company facilities after drinking or taking illegal substances.
9. not solicit, accept or agree to accept, any gift (money, valuables, entertainment or other benefits) from or on behalf of any person or firm having or seeking a business relationship with the Company (refer to the HR policy).
10. keep the surrounding environment safe and clean, and maintain clothes, hair, and nails suitable for work.
11. not assemble, give speeches, broadcast, display or distribute printed matter outside his/her duties without permission from the Company.
12. not campaign for a particular political party or politician or engage in any kind of political activity on Company premises.
13. not create a hostile or sexually inappropriate work atmosphere.
14. not use violence, threats, cause injury or engage in any other illegal activity, or disrupt the work of another person on Company premises.
15. come to work and be ready for any instructions when he/she is ordered to come, even during off-days or vacations, if the Company is affected by natural or other disasters, or unavoidable occupational situations.
16. observe all other items in the Company Code of Business Conduct and Ethics, other rules, regulations, and guidelines.

Article 9. Working Hours and Recess

1. The working hours of employees shall be 8 hours a day, 40 hours a week, Monday to Friday, excluding break hours and Public Holidays.
2. The Company may extend the work hours in excess of 40 hours in a particular week, or extend work hours in excess of 8 hours in a particular day, to the extent that average work hours per week during a certain unit period of not more than two weeks do not exceed 40 hours; *Provided*, that work hours in any particular week shall not exceed 48 hours.
3. Employees shall use their breaks freely. Recess hours may be given at different hours in each department or team to avoid creating difficulties for normal operation.

4. Female employees with infants under twelve months shall, upon request, be allowed to take 30 minutes for breastfeeding, twice a day.

Article 10. Attendance and Absence

1. Arrival time (Mondays through Fridays): 08:00 ~ 08:30

Leaving time: 05:00 ~ 5:30

2. Employees shall not leave during working hours without prior permission from the supervisor.

3. If an employee is unavoidably absent due to an illness etc. he/she shall first verbally notify the direct supervisor of the reason for the absence and report to the Company in writing at the earliest possible time thereafter.

Article 11. Lateness, Early Departures & Outings

1. Employees expecting to be late for work must notify the direct supervisor.

2. Employees wishing to depart early or go out of the office shall obtain prior approval from the direct supervisor.

Article 12. Holidays

The Company shall grant the following days as holidays (Saturday is regarded as a paid off-day):

- 1) Sundays, Korean traditional holidays.
- 2) Labor Day;
- 3) Other holidays designated by the Government
- 4) Other holidays declared by the Company.

Article 13. Business Travel

1. The Company may order an employee to go on business trips if necessary.

2. If it is difficult to compute working hours because an employee carries out his/her duties, in whole or in part, outside the workplace for business travel or for other reasons, it shall be deemed that the employee concerned has worked the contractual working hours.

3. When an employee takes a business trip, all expenses are covered by the Company according to Company travel regulations.

Article 14. Types of Leave

Employees shall be granted the following types of leave:

1. Annual Paid Leave
2. Maternity Leave

3. Monthly Leave (Menstruation Leave)

4. Congratulatory and Condolence Leave (Special Leave)

Article 15. Annual Paid Leave

1. The Company will grant annual paid leave to employees who have worked more than one year. The computation of annual paid leave will be based on the calendar year, from January 1st to December 31st:

(1) Employees who have worked 80 percent or more of the assigned working days during a given year shall be granted 20 days of annual paid leave.

(2) Employees who have worked for at least three continuous years shall be granted one additional day in annual paid leave prescribed in paragraph (1), and one day for every two years of consecutive service after that. However, the maximum number of annual paid leave shall be limited to 25 days.

Completed Years of service	1	3	5	7	9	11 or more
Annual Leave Entitlement	20	21	22	23	24	25

(3) Employees who have worked for less than one year shall be granted 1 day of annual paid leave for each full month worked. However, upon completion of the first year of service, such employees shall be granted 20 days of annual paid leave minus the annual leave days already used.

2. Employees intending to go on leave shall obtain prior approval from the Company by submitting an application for leave at least 3 days in advance. The Company may change the desired dates for leave if such leave is expected to interrupt business operations.

3. Employees can use annual paid leave before actual occurrence. The annual leave days used in advance shall be adjusted at the time of resignation based on employment date. At the time of resignation, the Company shall not compensate employees for the number of annual leave days used more than the number of annual leave days actually occurring according to his/her number of consecutive service years.

4. The Company shall compensate resigning employees one day's ordinary wage for each unused annual leave day, according to paragraph 3 above.

However, if an employee does not use his/her annual paid leave, despite the Company taking measures to promote the use of paid leave, the Company shall have no obligation to compensate the employee for unused leave days, unless the cause is attributable to the Company.

Article 16. Substitution for Annual Paid Leave

The company may have employees take a certain workday off in lieu of annual paid leave by written agreement with the employee representative.

Article 17. Monthly Paid Leave

1. Employees shall, upon request, be granted one day's leave with pay per month. For female employees, this leave will be replaced with menstruation leave.
2. Employees under probation shall not use monthly leaves.
3. Monthly leaves granted by the Company expire each month, and shall not be compensated for with cash (or equivalent) unless an employee applies for this.

Article 18. Congratulatory & Condolence Leave

1. The Company shall, upon request, grant three days' paid special leave when an employee's family member passes away. In this case, family members are defined as parents of the employee (or of the spouse), grandparents, siblings, spouse, and children.
2. If it is necessary to use more than the three days' leave granted by the Company, the employee may use his/her annual paid leave.

Article 19. Maternity Leave

1. At the request of a pregnant female employee, the Company shall grant a total of 90 days of maternity leave with pay before and after childbirth; no fewer than 45 days of such maternity leave shall be granted after childbirth. If the amount of the maternity leave benefit an employee has received, pursuant to the Employment Insurance Act, during the 90-day maternity leave is less than her ordinary wage, then the Company shall pay the difference.
2. Female employees who miscarry or have stillborn babies after 16 weeks into pregnancy shall be granted leave upon request as prescribed in the following subparagraphs. If the amount of the maternity leave benefits an employee has received, pursuant to the Employment Insurance Act, during the maternity leave is less than her ordinary wage, then the company shall pay the difference.
 - A. If the total length of pregnancy of the female employee who had a miscarriage or stillbirth is between 16 and 21 weeks: 30 days from the date of the miscarriage or stillbirth
 - B. If the total length of pregnancy of the female employee who had a miscarriage or stillbirth is between 22 and 27 weeks: 60 days from the date of the miscarriage or stillbirth

- C. If the total length of pregnancy is 28 weeks or more: 90 days from the date of miscarriage or stillbirth
3. If a female employee needs time off to recover physically after a miscarriage before 16 weeks of pregnancy, the Company can only provide a maximum of 10 days of paid maternity leave, even with supporting medical documents, etc.
 4. The Company shall, upon request, transfer pregnant employees to light duties.
 5. When requesting maternity leave, female employees shall submit to the Company a medical document stating the expected date of childbirth. Upon returning to work, the female employee shall submit a medical document stating the date of birth. In cases of miscarriage or stillbirth, the female employee shall submit a medical document verifying the fact.

Article 19-2. Paternity Leave

A male employee who applies for leave because of the birth of his child shall be given 3 days of unpaid paternity leave. When 30 days have passed from the date of childbirth, paternity leave is not available.

Article 19-3. Child-Care Leave

1. The Company shall grant unpaid childcare leave, if an employee with a nursing or infant aged six (6) years and below asks for leave to take care of the infant or toddler.
2. The duration of childcare leave stipulated in Paragraph 1 shall be one (1) year or less.

Article 20. Sick Leave

1. If an employee asks for sick leave due to illness, injury, etc. unrelated to work, the Company may grant the employee sick leave of up to 12 months. In this case, the sick leave shall be without pay. However, the Company can grant paid sick leave of up to 5 days for any disease designated by the Company as a contagious disease.
2. Employees who have been absent from work for three days or more due to an injury or illness shall provide a doctor's written diagnosis.

Article 21. Applications for Leave

Employees intending to go on leave shall submit a leave application at least one (1) day in advance. If necessary, the employee shall attach verifiable documents.

Chapter 4. Overtime and Holiday Work

Article 22. Overtime, Night Work and Holiday Work

1. The Company can order employees to work more than the hours stipulated by Article 9 (1) or to work on holidays, if necessary for operation of the business.
2. Under special circumstances, the Company may extend working hours as provided for in paragraph (1) with the approval of the Ministry of Labor and employee consent. However, the Company shall immediately obtain the approval of the Minister of Labor ex post facto, if a situation is so urgent that time is not available to obtain such approval.
3. The Company shall not require female employees less than one year after childbirth to work more than 2 hours overtime per day, 6 hours per week, and 150 hours per year. The Company shall not require pregnant employees or those under 18 to work overtime or on holidays unless the Company obtains permission from the Minister of Labor and the employee concerned.
4. Employees shall work overtime, at night or on holidays according to the procedures stipulated by the Company. **In principle, overtime and holiday work is acknowledged only when employees are asked to perform such work by their supervisor or prior approval by their supervisor.**
5. The Company can provide replacement time or days off during the workweek for overtime, night work, and holiday work.

Chapter 5. Leaves of Absence

Article 23. Leave of Absence

The Company shall grant a leave of absence, if an employee submits a request, for any of the following reasons: Employees on leave of absence shall immediately notify the Company of any changes, such as relocation of residence.

1. The employee is deemed unable to perform his/her responsibilities due to an illness or injury unrelated to work, household affairs, etc: 12 months or less;
2. The employee is conscripted or called by law pursuant to military service laws or other related laws: the length of conscription or call;
3. The employee is on maternity leave by the Labor Standards Act and the Equal Employment Act; or
4. Other cases allowed at Company discretion: 12 months or less.

Article 24. Treatment of Employees During Leaves of Absence

1 During leaves of absence, the employee still retains an employment relationship with the Company. As such, the employee shall not engage in duties with other companies without approval from the Company.

2. The period shall be included in the employee's consecutive years of service, but not towards annual paid leave.
3. Despite a leave of absence, annual paid leave shall continue to accumulate with one additional day for two consecutive service years exceeding one year.

Article 25. Applications for Leaves of Absence

Employees who wish to obtain a leave of absence shall submit to the Company, before taking the leave of absence, an application form stating the expected duration and reason for the leave of absence, with appropriate supporting documents.

Article 26. Reinstatement

1. Within one week after the expiration of the leave of absence or if the reason for the leave of absence ceases to exist, the employee shall submit to the Company an application for reinstatement. If the employee fails to do so within one week, employment will automatically be cancelled.
2. Upon reinstatement, if circumstances do not allow an employee to return to his/her previous position, the Company shall attempt to return the employee to similar work or one with equal levels of pay.

Chapter 6. Wages

Article 27. Wages

1. Employee wages follow the annual salary contract stipulated additionally by the Company.
2. Wages shall, in principle, be paid on a monthly basis and the daily pay of each day an employee is absent from work shall be deducted from the monthly wage.
3. Employee wages consist of the following items:
 - (1) basic salary
 - (2) statutory allowances such as overtime, night and holiday pay
 - (3) transportation allowances, meal subsidies, and personal development allowance
4. Wages shall be calculated based on the period between the beginning and end of every month and paid directly to the employee on the 25th of that month or transferred to an account designated by the employee and held under his/her name. If the payday falls on a weekend or holiday, the salary shall be paid on the working day immediately prior to that holiday.

5. In calculating wages due to new hiring, promotion, transfers, retirement, etc. the amount of monthly pay shall be calculated on the number of days that have elapsed since the start of employment.

Article 28. Congratulatory and Condolence Allowances

The Company shall grant congratulatory or condolence allowances for the following occasions.

Employee's birthday	70,000 won
Birth of child	200,000 won
Employee's wedding	500,000 won
Child's wedding	100,000 won
Sibling's wedding	100,000 won
60 th or 70 th birthday of the employee (or his spouse)	100,000 won
Traditional holidays (Chuseok, Lunar New Year)	250,000 won
Death of employee (or spouse)'s parents or child	200,000 won
Death of employee (or spouse)'s grand parents	200,000 won
Death of employee (or spouse)'s sibling	200,000 won
Death of spouse	1,000,000 won
Death of employee	1,000,000 won

Chapter 7. Retirement and Dismissal

Article 29. Retirement & Date of Retirement

The company may retire an employee if any of the following situations apply:

1. the employee has reached the mandatory retirement age;
2. the employee has died;
3. the employment contract has expired; or
4. the employee receives permission after applying for resignation or where 30 days pass by after a resignation letter has been submitted.

Article 30. Level, etc. of Retirement Benefits

1. For employees who resign after at least one (1) year of consecutive service, the Company shall give severance pay in an amount equal to the average salary for thirty (30) days for each consecutive service year.

2. Average wage for severance pay is calculated with the total amount of wages paid for the last three months divided by 3, including the bonus paid for the past year divided by 12.

3. The Company shall make payment thereof within fourteen (14) days from the date of resignation of the employee.

4. If an employee so requests, the Company may give an interim severance pay according to the consecutive service years up to that point. In such cases, severance pay at the time of retirement or termination shall be calculated with the number of consecutive service years from the date such interim payment was made.

Article 31. Return of Company Property

Employees who retire or are dismissed from the Company shall immediately return all Company property such as confidential data, passwords, passcards, disks, etc.

Article 32. Dismissal

The Company may dismiss employees for justifiable reasons. Such reasons shall include, but not be limited to, the following:

1. Employee is disciplined for his/her wrongdoing;
2. Employee used falsified documents or unjust methods to be hired;
3. Employee is deemed unfit for his/her duties due to mental or physical impairments (in cases where there is medical documentation verifying it);
4. Employee does not return to work after expiration of effective period of leave of absence;
5. Employee cannot fulfill his/her duties satisfactorily during a probationary period;
6. Employee causes significant damage to company finances or reputation and in violation of Company directions;
7. Employee is sentenced to imprisonment or a heavier punishment;
8. Employee is absent for 7 consecutive days without notice or justifiable reason.
9. Employee has been certified as incompetent or quasi-incompetent; or
10. Other cases equivalent thereto.

Article 33. Notice of Dismissal

The Company shall give employees who are to be dismissed a written notice stating the grounds for and date of dismissal. The Company shall notify employees of dismissal at least 30 days prior to the date of dismissal or otherwise pay them 30 days of their ordinary wage. However, the above prior notice excludes cases, prescribed by Ordinance of the Ministry of Labor, where it is impossible to continue business because of natural disasters, armed conflicts, or other unavoidable causes,

or where a worker has caused considerable difficulties to business, or damage to property on purpose.

Article 34. Exceptions to Advance Notice of Dismissal

The Company shall notify employees of dismissal at least 30 days prior to the date of dismissal or otherwise pay them 30 days of their ordinary wage, except if the employees fall under any of the following subparagraphs:

1. Daily employees who have worked for fewer than 3 consecutive months;
2. Employees hired for a fixed period of less than 2 months;
3. Employees who are paid on a monthly basis and have worked fewer than 6 months;
4. Employees during probationary periods (less than 3 months); or
5. Employees who have willfully inflicted considerable damage or financial loss to the Company and meet the criteria set forth by Ordinance of the Ministry of Labor.

Article 35. Mandatory Retirement Age

Regular retirement age of employees is sixty (60) years old. After reaching retirement age, an employee shall retire on the last day of his/her birth month. However, if the employee requests to continue working, the Company may continue employment after considering his/her job skills, performance, and physical condition.

Chapter 8. Commendations & Disciplinary Action

Article 36. Commendations

If one of the following applies to an employee, that employee shall be commended after recommendation and screening. The reward will be determined separately:

1. Employees who contribute in a remarkable way to the improvement of Company work and efficiency;
 2. Employees who contribute to useful research, discovery, or improvement, or create something beneficial to work;
 3. Employees who prevent disasters (e.g. fire) and work during emergency situations;
- or
4. Employees who are faithful, loyal and provide many years of service to the Company.

Article 37. Disciplinary Action

The Company may take disciplinary action against any employee in any of the following situations, in order to maintain corporate principles and contribute to the collective interests of the Company and all employees.

1. Employees who have taken or kept drugs, or are addicted to drugs;
2. Employees who are habitually late, leave early, go out during work hours, or absent;
3. Employees who have been prosecuted, arrested, indicted or sentenced for crimes;
4. Employees who have violated the service regulations prescribed by the Company;
5. Employees who have used false or fraudulent means to gain employment with the Company;
6. Employees who have inflicted damage to the Company by leaking trade secrets or confidential information;
7. Employees who have tarnished the honor or credibility of the Company;
8. Employees who have stolen or taken goods or money from the Company without justifiable cause;
9. Employees who have made illicit gains by taking advantage of the trust given him/her by the Company;
10. Employees who have caused physical damage to another employee with violence or other intentional methods;
11. Employees who have damaged the Company intentionally or through negligence;
12. Employees who have committed sexual harassment at work; or
13. Employees who have caused disorder at the workplace through any other equivalent act.

Article 38. Types of Disciplinary Action

Types of disciplinary action are as follows:

- 1) Warning: Written or verbal
- 2) Reprimand: An employee is required to submit a written statement and is reprimanded in writing.
- 3) Pay Cut (reduction in pay): Pay is cut once by 50% of the daily average wage. The total pay cut shall not exceed one-tenth of the total monthly wage.
- 4) Suspension: An employee who has given reason for serious disciplinary action is suspended without pay for a maximum of 3 months, during which the employee is not allowed to work.
- 5) Demotion: of position or pay grade
- 6) Dismissal: Immediate dismissal or notification of dismissal is made according to the rules of the Labor Standards Act.

Article 39. Disciplinary Procedures

1. Disciplinary action other than verbal warnings and reprimands will be executed by decision of a Disciplinary Committee consisting of three people designated by the Company.
2. An employee who is subject to disciplinary action can attend the disciplinary meeting and shall have opportunity to defend him/herself. If the employee cannot attend for unavoidable reasons, he/she can submit a written statement.
3. If an employee facing disciplinary action considers the decision unfair, he/she may file an appeal in writing within 7 days of the receipt of the notice. If there is no review requested, the first decision will be considered final.

Article 40. Notice of Disciplinary Action

The Company shall give written notice to employees who have wages reduced, are suspended from office, demoted, or dismissed for disciplinary reasons. This notice shall state the grounds and date of dismissal and shall be given three days in advance.

Chapter 9. Training, Safety & Health

Article 41. Job Training

1. The Company shall provide training and development so that employees can acquire necessary information and skills. Employees shall faithfully attend the training courses.
2. Employees shall not neglect a training / development course without justifiable reasons.

Article 42. Industrial Safety

The Company shall take reasonable measures necessary for the safety and health of its employees in accordance with the Industrial Safety and Sanitation Act, and employees shall perform the obligations pursuant thereto. The Company shall do its utmost to maintain safety in the work place.

Article 43. Health Exams

The Company shall require employees to undergo a health exam regularly, at least once every two years, at Company expense. Additionally, the Company may require employees to undertake medical examinations when it is deemed necessary. Depending on the results, the Company may restrict the employee's service for a time,

or assign him/her to another workplace, if particularly necessary.

Chapter 10. Gender Equality

Article 44. Prohibition Against Gender Discrimination

1. The Company shall not take any disadvantageous measures against any employee with regards to wage, education, assignments, promotions, retirement age, resignation or dismissal, on the basis of gender.
2. The Company shall provide female applicants with equal opportunity in the recruitment and employment process.

Article 45. Prevention and Independent Settlement of Sexual Harassment

1. The Company shall provide education on one (1) or more occasions each year for the prevention of sexual harassment which may arise in the work place.
2. No senior executive or employee of the Company shall commit any acts of sexual harassment at work, as prohibited under the Equal Employment Act.
3. The Company may take disciplinary action such as transfers, other types of disciplinary action, or equivalent measures, against any perpetrator of sexual harassment. For specific disciplinary action, the Company shall follow the rules stipulated in these Rules of Employment.

Chapter 11. Accident Compensation

Article 46. Accident Compensation

1. If an employee is injured at work, or becomes ill or dies from causes determined to be work-related, compensation shall be made in accordance with the Labor Standards Act, the Industrial Accident Compensation Insurance Act or other relevant Korean laws.
2. If an employee is injured at work, or becomes ill from causes determined to be work-related, compensation shall made pursuant to the National Health Act.

Chapter 12. Supplementary Provisions

1. These Rules have been translated into Korean and English. In case of conflict between the two (2) versions, the Korean language version shall prevail and be the governing text.
2. The Company can revise these Rules according to procedures stipulated by the Labor Standards Act, and in modifying these Rules, the Company shall hear opinions or agreement from a majority of its employees.

3. These Rules of Employment shall take effect from _____. Any accepted usages, habitual practices, and customs that are not described in the Rules shall not be permitted.