

Rules of Employment

June 1, 2011

XxxxxxxCo., Ltd.

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Chapter 1. General Rules

Article 1 Purpose & Definitions

1. These Rules of Employment (hereinafter referred to as the "Rules") have been established in order to ensure the continued development of XXXXXXCo. Ltd. (hereinafter referred to as the "Company") and to clarify the working conditions which the Company provides for its employees and the matters which employees shall observe in relation to employment.
2. The term "Employees", as used in these Rules, shall mean a person or persons who are employed by the Company pursuant to Chapter 2 hereof and who have entered into an employment agreement with the Company.
3. The Company may prepare separate rules for other working conditions not provided for by these Rules.

Article 2 Scope

These Rules apply to all full-time, regular Employees who are employed by the Company.

Article 3 Relevance to the Statute

The Rules provide basic information about your employment with the Company. It serves as a reference to you, however, the Company reserves the right to modify, suspend or revoke any and all policies, guidelines, procedures or programs in whole or in part, at any time, with or without notice. The Company also reserves the right to interpret these policies in its sole discretion as it deems appropriate. The issues not mentioned herein shall be dealt with in accordance with the Labor Standards Act and/or other relevant Korean statutes.

Article 4 Notification of Changes

An employee shall notify the Human Resource Department of relevant changes to his/her status or personal information within seven (7) days of the change occurring.

Chapter 2. Employment and Employment Contract

Article 5 Recruitment and Employment

1. In recruiting or employing an employee, the Company's policy is based in equal opportunity for all applicants, without discrimination on the grounds of gender, age,

religion, nationality, social status, race, color, sex (including pregnancy), marital status, sexual orientation, disability, citizenship status, veteran status etc.

2. The Company shall select and employ appropriate candidates, from among those persons qualified through a screening method which may include interview and/or tests, etc. to be designated by the Company.

Article 6 Documents to be Submitted

An employee who has been hired shall submit the following documents to the Company:

- 1) Resident Registration Certificate
- 2) Resume
- 3) Graduation Certificate / diploma from the final school or college attended.
- 4) Health Certificate.
- 5) Employment record from the previous employer (including the employment period and the reason of the separation)
- 6) Other documents that may be requested by the company.

Article 7 Employment Contract

The Company shall sign a written employment contract with the employee that is hired and provide him a copy of that contract.

Article 8 Probation Period

1. The probationary period for new employees shall be three (3) months from the date of the employment. The probationary period may be shortened or extended depending on employee's performance. The employee will be notified in writing upon successful completion of the probationary period.
2. Upon completion of the probationary period and subject to the approval of the Department Head, the employee shall be appointed as a regular employee. During the probationary period or at the end of the probation period if a person is recognized by the Company as being unsuitable for consecutive service with the Company, the Company may terminate his/her employment without notice or any further

compensation. The Company shall only be responsible for the payment of the number of days worked by the employee up to the date of termination.

3. The probationary period shall be included in the employee's consecutive years of service.

Chapter 3. Working Regulations

Article 9 Good Faith

An employee shall (i) observe all regulations and rules established by the Company, including the Employment Regulations; (ii) co-operate with his/her colleagues; and (iii) carry out work assignments faithfully according to the instructions of superiors.

Article 10 Protection of Company Secrets

1. An employee shall not, at any time during his/her employment or any time after cessation of employment, disclose or attempt to disclose any trade secret of the Company including salary data, financial information, industrial relations strategies, marketing strategies, pending projects and proposals, research and development strategies, technological data, technological prototypes, customer lists, know-how, business plans, technical information or other Company secrets to any third party and/or use or attempt to use such secrets in any manner which injure or cause loss either directly or indirectly to the Company.
2. Upon cessation of employment, the employee shall hand in all documents and confidential material, other Company property entrusted to him and his/her corporate credit card. All documents related to Company activities which are produced or held by an employee are deemed as the Company's property.

Article 11 Inventions, Improvements & Intellectual Property

1. All employees shall protect all intellectual property owned by the Company and respect the rights of other companies. These include the Company name, logo, copyrights, patents, trademarks, service marks, trade secrets, processes, innovations,

content and software. It is extremely important that we protect these assets and honor those of third parties.

2. The Company generally owns intellectual property that you create as the Company employee, or using the Company resources. Where permitted by applicable law, intellectual property created for us by contractors or agents is the property of the Company as a work-for-hire.
3. An employee should report any unauthorized use of our company's copyrights, patents, trademarks, service marks or other intellectual property to your Manager.
4. An employee should get written permission to use a third party's copyrights, patents, trademarks, service marks or other intellectual property. Employee should neither make copies of, nor publish any copyright-protected materials until we have obtained written permission from the holder and determined that copying or publishing is legally permitted.

Article 12 Media, Public and Governmental Inquiry

1. All requests from the media should be passed on to Corporate Marketing immediately. Corporate Marketing will determine the appropriate PR Representative, timing of media interactions, and appropriate content.
2. All potential external speaking engagements and publications that involve the company's corporate position, policies or products should be referred to Corporate Marketing for review and consideration a reasonable time in advance of publication.

Article 13 Use of Computer and Communication System

1. Each user is responsible for the devices entrusted to him or her and for the integrity of the data to which he has access. The Company maintains the rights and ability to enter these computers system to access and review any information on a need to do basis.
2. The following IT Policy should be observed :

- 1) All IT hardware/software excluding computer accessories must be purchased through a person designated by the IT department or Managing Director.
- 2) Make sure that only software with proper company licensing and approved by the IT department can be installed on server, notebook or PC.
- 3) Company email and internet access are strictly for company business purpose. Visiting and downloading pornographic materials and site, email spamming and forwarding chain emails are strictly prohibited.
- 4) It is the employee's responsibility to safeguard his/her notebook at all times. Loss of notebook must be reported to the IT department or Managing Director immediately.
- 5) It is every employee responsibility to help maintain the confidentiality, integrity and availability of the Company our communications infrastructure. Employees are to ensure proper use of Company's e-mail and system.

Article 14 Prohibition of Additional Job Holding

Without prior approval of the Company, an employee shall not engage directly or indirectly in any other business or occupation whatsoever either as principal, agent, or employee which are identical or similar to the business activities of the Company during or outside working hours.

Article 15 Prohibition of Receiving Money or Valuables

Without prior approval of the Company, an employee shall 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.

Article 16 Prohibition of Activities Damaging to Company Reputation

An employee shall not commit any act which may or in fact brings the Company into disrepute.

Article 17 Report on Leaving Work Place

1. When an employee leaves the work place during working hours, such employee shall give a notice of such fact, the destination and the expected return time to his/her

immediate manager.

2. Employees who usually work outside the Company's principal office shall faithfully record the work hours and work details done outside the office, and submit them to his/her immediate manager on a regular basis.

Article 18 Treatment of the Company's Property

1. An employee shall treat with care the Company's assets and property, and shall make best effort to protect and safeguard them.
2. If an employee loses the Company's property, such employee shall report such loss to his/her immediate superior and the relevant person in charge.
3. An employee shall not, without permission, provides the Company's property for use by a person other than its employee, nor take such property outside the Company premises
4. An employee shall notify his/her superior if any equipment, machines, tools, vehicles or other properties of the Company appear to be damaged, defective, or in need of repair.

Article 19 Prohibition of Improper Activities

1. An employee shall not gamble, lend money or valuables for gain, sell or purchase products, demand donations or engage in any activities similar thereto on Company premises.
2. An employee shall not use violence, threats, cause injury or engage in any other illegal activity, or disrupt the work of another person on Company premises.

Article 20 Prohibition of Assembly and Political Activities

1. Holding meetings, posting or distributing written materials and any other similar activities for purposes other than Company business shall not be allowed on the Company premise without the Company's permission.

2. An employee shall not campaign for a particular political party or politician or engage in any kind of political activity on Company premises.

Article 21 Dress Code and Identification Badges

1. Employees shall have a neat appearance and proper business attire during working hours, and at any time when representing the Company. The work attire should complement an environment that reflects an efficient, orderly and professionally operated Company.
2. Employees shall use their employee photo badges to enter the Company's premises, and badges shall be worn at all times while employees are on the premises. If the employee misplaces his/her badges, he/she shall notify his/her supervisor, HR or Managing Director immediately.

Article 22 Other Matters for Observance

1. In order to conduct business efficiently, the Company may order a change of the assigned responsibilities, title or place of work, etc. of an Employee.
2. In the case of emergencies such as a natural disaster, accident or unavoidable circumstance which affect the Company's business, an Employee may be ordered to work even on holidays or during leave. Then, the Employee shall come to the office and cooperate to do assigned duties according to instructions of the supervisor.
3. An employee shall observe each of the following for the maintenance of order and safety:
 - 1) an employee shall be careful of fire on Company premises and shall not light a fire or smoke other than in designated areas;
 - 2) an employee shall observe arrival and departure times in the manner prescribed by the Company;
 - 3) an employee shall 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;

- 4) an employee shall not act beyond the scope of his/her responsibility or give false information concerning his/her position in the Company to another person;
- 5) an employee shall not enter prohibited areas designated as such by the Company without permission;
- 6) unless otherwise prescribed by the Company, an employee shall not exchange, lend or borrow personal identification issued by the Company;
- 7) non-employees shall not be brought into the workplace or the facilities of the Company without the Company's permission and must be accompanied or escorted at all times by an Employee for Company security reasons;
- 8) an employee shall not work after imbibing, enter the work place or Company facilities after imbibing and imbibe within Company facilities unless otherwise permitted by the Company;
- 9) if an employee receives a request for the submission of documents or certificates from a government authority or public office, such employee shall give a notice thereof to his/her superior and deal with such request pursuant to the instructions of such superior;
- 10) when leaving the work place an employee shall leave his/her documents, equipment and furnishings in order and shall put important documents in a safe place;
- 11) when leaving the work place an employee shall make sure that lights, heaters and other electrical appliances have been switched off and that the entrances are secure and take all other logical steps to avoid accidents;
- 12) an employee, other than the person in charge, shall not handle dangerous facilities or objects;
- 13) an employee may incur expenses in accordance with the Company's accounting rules and their approval procedures;
- 14) an employee shall not release any documentation without prior approval from the Company;

- 15) all other items in the Company Code of Business Conduct and Ethics. For more details, please refer to the Code of Business Conduct and Ethics Policy.

Chapter 4. Working Hours, Recess Hours and Holidays

Article 23 Working Hours

1. The working hours of employees shall be 40 hours a week, 8 hours a day, excluding break hours and Public Holiday.
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.

Article 24 Office and Break Hours

1. Regular working hours shall commence at 9:00 a.m. and shall end at 6:00 p.m, from Monday to Friday.
2. The rest period is one (1) hour per day. The rest period may be granted simultaneously to all Employees, or at different times to each division, section, subsection and team in accordance with business requirements.
3. Notwithstanding the above, office and break hours are subject to changes in accordance with job descriptions, the seasons, power supply availability and other special cases when necessary.

Article 25 Late Arrivals and Early Departures

1. An employee, who expects to be late for work due to an illness or other unavoidable causes, shall notify his/her direct supervisor. However, if he is unable to give such prior notice for an unavoidable reason, he shall notify his/her direct supervisor at the

earliest possible moment thereafter.

2. An employee shall not leave their work place for a private reason during working hours. However, an employee who wants to depart early or go out due to illness or other unavoidable causes, shall obtain prior approval from his/her direct supervisor.
3. If an employee is late or leaves early without the Company's permission, the Company may reflect such occurrences on promotion and other performance evaluation.

Article 26 Nullification of Irregularities

If an employee is unavoidably absent, late, leaves early or is temporarily absent from the work place during working hours for the following reasons :

1. recuperation from work-related injury or disease;
2. exercise of voting rights and other civil rights;
3. attendance in court or at the public prosecutor's office as a witness or expert witness (excluding attendance for personal reasons);
4. where employment is prohibited for the prevention of infectious diseases (excluding cases where the relevant person has contracted such disease);
5. natural disaster, or an equivalent accident to which the Company deems the application particularly necessary;
6. other instances equivalent to the above Subparagraphs to which the Company deems the application particularly necessary.

Article 27 Holidays and Replacement of Holidays

1. The holidays are as follows:
 - 1) Weekly holiday (Sunday)
 - 2) Labor Day;

- 3) Holidays observed by the government offices; and
- 4) Other holidays, include those declared by the Company.

2. Replacement of Holidays

The Company may replace holidays with other working days for employees who work on holidays.

Article 28 Temporary Closure

1. The Company can order part or all of the employees to take temporary leave in the event that the business is shut down temporarily.
2. The salaries during closure period shall be determined and paid in accordance with the Labor Standards Act.

Article 29 Overtime, Night & Holiday Work

1. The Company may order its employees to work overtime or on holidays as it sees necessary to perform the business. Overtime and holiday work is authorized only when the supervisor requests the employee or approves the employee's request.
2. Overtime work may be conducted for no more than 12 hours per week with the consent of the employee.
3. For overtime, night or holiday work, employees shall be given a 50% additional pay of the ordinary wage.
4. The company may provide leaves in lieu of pay for overtime, night or holiday work by written agreement with the employees' representative.

Article 30 Restrictions on Night and Holiday Work

1. If a female employee, who is 18 or older, is to work from 10:00 PM to 06:00 AM or on holidays, the company must obtain consent from the employee concerned.
2. In principle, companies are prohibited from making employees who are pregnant or under the age of 18 work from 10:00 PM to 06:00 AM or on holidays. However, night and holiday work can be conducted in any of the following cases with approval from the Minister of Labor and after consulting with the employees' representative in good faith:

- 1) With the consent of an employee under the age of 18;
- 2) With the consent of a female employee who has given childbirth in less than one year; or
- 3) At the expressed request of a pregnant employee.

Article 31 Recognized Hours of Work & Discretion Work Hours

1. If it is difficult to estimate the exact hours worked because an employee works, in part or in whole, outside the workplace for business travel or assignment, the daily working hours shall be considered 8.
2. If an employee must work in excess of 8 hours per day in general to perform his/her duties including business travel or assignment, the daily working hours shall be considered 10 unless provided otherwise in a written agreement with the employees' representative.
3. For a job whose nature makes it necessary for the employer to authorize the job holder to determine how the work is performed as their job requires specific expertise or professional skills, the range of working time or the hours of work that the employee chooses is deemed the hours worked, as long as Aptina and the employee representative have reached a written agreement. The positions in this category are as follows:
 - 1) Research and Development of new commodities or new technology and research in the areas of cultural social sciences and natural sciences;
 - 2) Designs and Analysis for data processing systems; or
 - 3) Designs or devices of clothing, interior decoration, industrial goods, advertisement, etc.

Article 32 Exceptions to Working Hours, Breaks and Holidays

1. Employees who have worked on a holiday, except for Workers' Day, or in excess of 40 hours per week or 8 hours per day may not be entitled to additional pay for overtime or holiday work if he/she falls under any of the following subparagraphs;
 - 1) The responsibilities of the employee involve supervision or monitoring and approval from the Minister of Labor is obtained; or
 - 2) The responsibilities of the employee involve management or supervision.

2. Employees falling under paragraph (1) shall be given additional pay for night work.

Chapter 5. Leave

Article 33 Types of Leave

Types of leave are as follows:

1. Annual Paid Leave
2. Maternity Leave
3. Paternity Leave
4. Menstruation Leave
5. Sick Leave
6. Congratulatory and Condolence Allowances and Leave

Article 34 Application Procedure

1. An employee who intends to go on leave shall obtain a prior approval from his/her direct supervisor by submitting a written request using the form designated by Company at least one (1) week in advance.
2. If an employee goes on leave without obtaining prior approval according to the procedures prescribed in Paragraph (1), such employee shall submit a report of the reason as soon as possible and in any event no later than upon return to work. If the report is not submitted by such employee within two (2) days of returning to work, such leave shall be deemed as unauthorized absence.
3. An employee who leaves his/her address during the period of leave shall give as much detail as possible, the contact number and other means of contact.

Article 35 Paid Annual Leave

The Company shall grant employees paid annual leave as follows:

1. An employee who has worked more than 80 percent or higher attendance rate in the given year shall be granted twenty two (22) days of paid annual leave.
2. An employee who has continuously worked for less than one (1) year shall be granted 1 day of paid annual leave for each month attended in full. However, upon completion of the first year of service, the employee shall be granted a total of twenty two (22) days of paid annual leave, minus any annual leave days used.
3. An employee who has continuously worked for at least two (2) years shall be granted one (1) day in addition to the paid annual leave prescribed in Clause 1 and for every year of consecutive service following the first year of service. However, the maximum number of paid annual leave shall be limited to 30 days.

Completed Years of service	1	2	3	4	5	6	7	8	9 or more
Annual Leave Entitlement	22	23	24	25	26	27	28	29	30

4. The Company shall grant paid annual leave to employees on his/her requested dates. However, if the Company determines that granting the leave on the requested dates impacts the Company's business or operation, then the Company may require the employee to take the leave on other dates.
5. Annual leave days may be used by an employee at his/her own free will, by accumulating or dividing them within one year.
6. Any unutilised paid annual leave within one year shall be forfeited. Provided that this shall not apply in case where the employee concerned has been prevented from using them due to any cause attributable to the Company.

Article 36 Calculation of Paid Annual Leave

The computation of paid annual leave will be based on calendar year, from January 1st to December 31st. Provided that if the consecutive service period of a newly hired employee or an employee who returns from a suspension from office is less than one year, the annual leave shall be obtained in the ratio of his/her attendance period

Article 37 Promoting the Use of Paid Annual Leave

1. If an employee does not utilise his/her paid annual leave, notwithstanding the fact that the Company takes measures under Article 35 (1) to (4) to promote the use of paid leave, his/her leave will be forfeited. The Company shall have no obligation to compensate the employee for unused leaves, unless the cause is attributable to the Company.
2. Within the first 10 days of the three months before the unutilised leave is to be forfeited, the Company shall notify employee of the number of their unutilised leave days and urge them in writing to plan their leave and inform the Company of their planned leave period.
3. Notwithstanding the notification prescribed in Subparagraph (2), if an employee fails to decide when to use the whole or part of the unused leaves and inform the Company of the decided leave period within 10 days after the notice, the Company shall decide for the employee when they should use the unused leave and notify the employee of the decided leave period in writing no later than 2 months before the unused leave is forfeited.

Article 38 Maternity Leave

1. At the request of a pregnant female Employee, the Company shall grant ninety (90) days of maternity leave with pay before and after childbirth; provided that not less than forty five(45) days of such maternity leave shall be granted after childbirth ; for the sixty(60) days from the first day of the leave, the Company shall pay the monthly ordinary salary.
2. When requesting maternity leave, a female employee shall submit to the Company a medical certificate stating the expected date of childbirth.
3. Upon return to work from maternity leave, a female employee shall submit to the Company a medical certificate certifying the date of birth of the child.
4. The Company shall grant miscarriage or stillbirth leave to the employee who requests it as follows:

- 1) In cases where the employee's pregnant period is 16 weeks or more and less than 21 weeks : 30 days after miscarriage or stillbirth
- 2) In cases where the employee's pregnant period is 22 weeks or more and less than 27 weeks : 60 days after miscarriage or stillbirth
- 3) In cases where the employee's pregnant period is 28 weeks or more : 90 days after miscarriage or stillbirth
- 4) However, leave will not be granted in the case where an employee had an artificial abortion.

Article 39 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 40 Menstrual Leave

The Company shall, upon request, grant female employees (1) day for one unpaid menstrual leave per month. For employees that utilise such leave, one day wage on average shall be deducted from their salaries accordingly.

Article 41 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 42 Sick Leave

1. Employees shall be entitled to sick leave of up to 60 days per year upon request for reasons of a non-work related illness, injury, etc. In this case, the period of sick leave shall be without pay.
2. An employee who calls in sick for one week or more due to an injury or illness shall provide a doctor's statement.

Article 43 Congratulatory and Condolence Allowances and Leave

1. The Company shall grant congratulatory or condolence allowance and paid leave according to the Benefits Policy established by the Company.
2. When paid leave by the congratulatory or condolence paid leave falls into the same day as the holiday, there shall not be additional rewards. Congratulatory or condolence paid leave shall not be accumulated or compensated in cash.
3. Employees claiming special leave shall use them one week before-or-after the actual occasion takes place by submitting a Leave Request Form with documentary evidences proving the occasion to HR Dept one week in advance.

Chapter 6. Salary and Bonus

Article 44 Salary Component

1. Salaries consist of the basic salary and other allowances, when applicable.
2. The annual basic salary shall be determined by the Company according to the type and amount of work allocated to the Employee, education level, experience, foreign language ability, seniority, attitude, performance ability, dedication to work, and other necessary factors.
3. Pay will be reviewed on an annual basis and may be adjusted based on market conditions and management's view of job levels, responsibilities and conditions.

Article 45 Incentive bonus

The Company may pay an incentive bonus to promote the employee morale and motivation . Provided that the payment shall be available to the incumbent employee, and the individual payment shall be determined by the criteria that the company determined in consideration of the employees' job skills and service period.

Article 46 Payment of Salaries and their payment method

1. The period of salary calculation shall be from the first day of the end of the corresponding month.

2. Payment of salaries shall be made on 26th day of each month, and If the payday falls on a weekend or a holiday, the salary shall be paid on the working day immediately prior to that holiday.
3. The monthly ordinary wage is used to calculate all statutory allowances for employees applicable under the annual salary system. It is the amount divided by 1/12 of the basic annual salary determined by Article 44. The hourly ordinary wage is calculated by dividing the monthly ordinary wage by the standard workings hours per month, ie. 209 hours. Their daily ordinary wage is the amount calculated by multiplying 8/209 with monthly ordinary wage.

Article 47 Deduction of Salaries

The Company shall deduct income tax, resident tax, health insurance, national pension, etc., according to the regulations stipulated in the relevant laws.

Article 48 Allowances

Any other allowances may be paid to the employee pursuant to separate regulations.

Chapter 7. Leave of Absence

Article 49 Leave of Absence and its period

1. The Company may order or grant an employee to take a leave of absence who falls under any of the following categories for the period set forth below for the relevant category, and the Company may extend the leave of absence for a period longer than the period set forth below in case the leave of absence is due to an extraordinary reason or as seem necessary by the Company:
 - 1) When an employee is unable to perform his/her responsibilities due to non-work related illness, injury or domestic affairs: up to three (3) months.
 - 2) When an employee is arrested or prosecuted arising from personal activities: until the decision of the first trial.
 - 3) When an employee applies for leave of absence in order to nurture an infant who is less than six (6) years of age: up to one (1) year.

- 4) When an employee is temporarily unable to work due to personal reasons and the employee requested for the leave of absence: per the Company's discretion.

Leave of absence other than those prescribed in the law or other regulations of the Company shall be without pay.

2. Employees on leave shall immediately notify the company of any changes, such as relocation of residence.

Article 50 Application for leave of absence

Employees who wish to obtain a leave of absence shall submit to the Company an application form stating the expected duration and reason of leave of absence together with appropriate supporting documents. Leave of absence is subject to approval by the Company.

Article 51 Reinstatement

1. Within one week after the expiration of leave of absence or if the reason for leave of absence becomes invalid, the employee shall submit to the Company an application for reinstatement.
2. In case an employee fails to submit the application for reinstatement in accordance with the Subparagraph (1) above, the Company may terminate the employment of the employee.
3. In the case of reinstatement, the employer shall make efforts to return the employee his/her previous position, as early as possible. However, if circumstance do not allow, the Company shall try to return the employee to similar work or one with equal levels of pay.

Article 52 Treatment for the Employees during their Leave of Absence

1. An employee during the leave of absence is not entitled to paid annual leave nor any kind of wages.
2. During the leave of absence, the employee still maintains employment relationship

with the Company. As such, the employee shall not engage in the duty of any Company without an approval of the Company.

Chapter 8. Retirement and Dismissal

Article 53 Retirement

1. An employee falling under any of the following shall be deemed retired:
 - 1) voluntary resignation for personal reasons;
 - 2) death;
 - 3) reaching of retirement age;
 - 4) termination of contract, in case of an employee under an employment contract for a definite period;
 - 5) failure to return to work after leave of absence;
 - 6) dismissal pursuant to the Employment Regulations.
2. In case of Subparagraphs 3 through 6, the employee shall be given thirty (30) days prior notice by the Company.

Article 54 Retirement Age

1. The retirement age of an employee is sixty (60) years old. However, the working period may be extended depending on the job title and employment responsibilities.
2. After reaching retirement age, an employee shall retire on the last day of his/her birth month.
3. After the age of retirement, the Company may continue the employment by annual contract until 65 years old, if the employee and the Company agree.

Article 55 Voluntary Resignation

1. An employee who intends to resign voluntarily due to personal reasons shall submit a letter of resignation to the Company at least thirty (30) days prior to resignation (for an employee who joined less than one month, 1 day in advance; for a probationary

period after one month, 7 days in advance).

2. An employee who has tendered his/her resignation shall work until his/her last day and shall faithfully hand over duties to his/her successor. The Company reserves the right to request the resign employee to go on leave during the notice period.

Article 56 Dismissal

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

1. when an employee is deemed unfit for his/her duties as an employee due to mental or physical impairments or when an employee is proved to be unfit for employment pursuant to a regular or temporary medical examination;
2. when an employee is deemed to be unfit for employment due to manifestly poor service attitude or job performance;
3. under extenuating business-related circumstances within the scope permitted by the Labor Standards Act;
4. in case there is a cause for disciplinary dismissal as prescribed in Article 66;
5. an employee who has been certified as incompetent or quasi-incompetent;
6. in case it is not possible for the Company to continue its business due to natural disaster, force majeure or other unavoidable events.

Article 57 Dismissal for Business Reasons

1. The Company can dismiss employees due to business reasons.
2. The Company shall make every effort to avoid or minimize dismissal, before carrying out dismissal for urgent business reasons, by methods like the rationalization of the business strategy or working method, hiring freeze, relocation to another department through education, training and retraining, restriction on extension of working hours, and voluntary early retirement, etc.

3. When the Company intends to carry out dismissal for business reasons, it shall determine the reasonable criteria for the selection of employees to be dismissed in overall consideration of the employee's job performance, age, consecutive service years and number of dependent family members, etc.

Article 58 Notice of Dismissal

1. The Company shall give an employee who is to be dismissed a written notice stating the grounds and date of dismissal.
2. In the case of dismissal pursuant to Article 66 the Company shall give an employee at least thirty (30) days notice prior to the date of dismissal or otherwise pay the employee 30 days of his/her ordinary wage.
3. The Company may not give an advance notice of dismissal to an employee falling under any of the following circumstances :
 - 1) a daily employee who has worked for a period of less than three (3) months;
 - 2) an employee who was employed for a definite period not exceeding two (2) months;
 - 3) an employee employed in a seasonal position for a definite period not exceeding six (6) months;
 - 4) an employee under probation (less than three (3) months);
 - 5) when the Company cannot continue its business due to natural disasters or under other extenuating circumstances, or when an employee has deliberately caused material disruption or loss of assets to the Company and where approval for the attributable fault for such disruption or loss of such employee is obtained from the Minister of Labor.

Article 59 Obligation for Returning Company Properties

Employees who retire or are dismissed from the Company shall immediately return all Company property.

Article 60 Severance Pay

1. An employee who resigns 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. The Company shall make payment thereof within fourteen (14) days from the date of resignation of the employee; provided that such payment may be postponed if the employee agrees thereto.
2. In computing the length of service, a partial year shall be prorated according to the number of months and days involved.
3. If an employee so requests, the Company may give severance pay with respect to the consecutive service years prior to the retirement of such employee. In such case, the number of consecutive service years shall be calculated anew from the date such payment was made.

Chapter 9 Rewards and Sanctions

Article 61 Rewards

On the basis of recommendations and confirmation, if an employee falls under one (1) or more of the following categories, Company may commend such employee:

- 1) When an employee contributes to the development of useful inventions, innovations or improvements, or comes up with useful ideas
- 2) Aptina may, in its discretion, reward employee who have been commended as it finds appropriate.

Article 62 Disciplinary Action

1. The types and methods of disciplinary action shall be the following and the severity thereof shall be in the reverse order:
 - 1) Warning: an admonition shall be given after receipt of a written apology;
 - 2) Salary reduction: for a single offense the employee's salary shall be reduced up to a half of average daily wage, provided that the total amount of reduction during one (1) month may not exceed 10/100 of the total monthly salary;
 - 3) Suspension : employment shall be suspended for not more than one (1) month without pay;
 - 4) Demotion : the relevant employee shall be demoted from his/her position or have his/her employment grade reduced;
 - 5) Dismissal: dismissal following disciplinary procedure.
2. The Company may give a stand-by order to an employee who is under investigation or audit concerning misconduct until the termination thereof if such order is deemed necessary or appropriate. A stand-by order shall not be deemed as a disciplinary action and full pay shall be rendered for the stand-by period; provided that the relevant employee does not come to work.

Article 63 Procedure for Disciplinary Action

1. Disciplinary action shall be determined after consideration thereof by the Manager, Director and the Human Resource Department.
2. The Company shall provide the employee an opportunity to defend himself before deciding on the matter. If the employee refuses to defend or express his/her intention to forfeit the right to defend, the Company may decide on the matter without listening to the defense.

Article 64 Reasons for Warning or Salary Reduction

The Company may issue a warning to an employee or reduce his/her salary, according to the seriousness of the relevant offense, in any of the following cases:

1. leave without permission during working hours for three (3) or more times in a month;
2. absence without permission one (1) or more than times in a month; arriving late or leaving early without a permission three (3) or more time in a month;
3. disruption of order in the Company;
4. causing physical harm to another employee or damaging Company's property
5. using Company property for personal use;
6. delinquency of service;
7. minor violation of laws and decrees, the Employment Regulations, other regulations or policies of the Company;
8. other reasons equivalent to Subparagraphs 1 through 7.

Article 65 Reasons for Suspension or Demotion

The Company may suspend or demote an employee according to the seriousness of the relevant offence, in any of the following cases:

1. repetition of any offence referred to in Article 64 or if such offence is serious;
2. imbibing or gambling on Company premises;
3. committing a criminal offence;
4. gross violation of laws and decrees, the Employment Regulations, other regulations or policies of the Company;
5. non-compliance with orders of superiors without a reasonable cause;
6. interfering with the work of another employee by use of verbal or physical threats or

violence on Company premises or in connection with such employee's duties;

7. causing physical harm to another employee or intentionally damage Company's property ;
8. bringing the Company into disrepute or causing business losses;
9. other reasons equivalent to Subparagraphs 1 through 8.

Article 66 Reasons for Disciplinary Dismissal

The Company may dismiss an employee in any of the following cases:

1. repetition of any offence to in Subparagraphs 2 through 9 in Article 65, or if such offence is serious;
2. falsification of name, age, level of education, experience or other material information to the Company for the purposes of gaining employment;
3. promotion of personal gain by exploiting one's position or authority in the Company;
4. five (5) consecutive days or more of absence without a permission or a total of ten (10) days or more of absence without a permission in a year;
5. three (3) instances or more of disciplinary action due to poor attendance;
6. use of Company property for personal gain;
7. receiving valuables or entertainment from a third party in connection with one's duties without authorization from the Company;
8. employment elsewhere without prior approval of the Company, or engagement in business activities which are identical or similar to those of the Company;
9. theft, embezzlement, misfeasance or fraud against the Company, or breach of trust

of the Company;

10. participation in an illegal labor strike or other illegal collective action;
11. forging or altering Company documents;
12. causing material loss or damage to the Company intentionally or by gross negligence;
13. disclosing secrets of the Company or of the clients, or using such information inappropriately;
14. intentionally disrupting the ordinary course of business of the Company;
15. assembly, display or distribution of printed matter without permission from the Company, or other activities similar thereto;
16. engagement in political activities on Company premises;
17. other reasons equivalent to those referred to in the Subparagraphs above.

Article 67 Compensation for Damages

The Company may request full or partial compensation or indemnification from an employee with respect to damages if such damages were incurred by an unlawful act committed by such employee intentionally or by gross negligence.

Chapter 10. Safety, Health and Accident Compensation

Article 68 Safety and Health Obligations

1. The Company shall take reasonable measures which are necessary for the safety and health of employees in accordance with the Industrial Safety and Sanitation Act, and employees shall perform the obligations pursuant thereto. The Company shall use its best efforts to maintain safety in the work place.
2. An employee shall make best effort at all times to prevent accidents in accordance

with the instructions of safety personnel.

Article 69 Accident Report

An employee shall report immediately to the relevant personnel and/or any person in the vicinity of any fire or other accident which has occurred or is expected to occur. Such employee shall take appropriate safety measures at the same time.

Article 70 Health Examination

The Company shall require employees to undergo a health examination regularly at least once every year at the Company's expense. Additionally, the Company may require employees to undertake medical examinations when it is deemed necessary.

Article 71 Prohibition of Employment

The Company may prohibit employment of a person afflicted with an infectious disease, mental illness or any other disease prescribed by health and safety laws.

Article 72 Accident Compensation

In the event an employee dies, is injured or becomes ill in the performance of his/her duties, the Company shall compensate for such accident in accordance with the Korean Labor Standards Law and the Industrial Accident Compensation Insurance Law.

Chapter 11. Gender Equality

Article 73 Prohibition of Gender Discrimination

1. Aptina will not discriminate against any employee with regard to wage, education, assignments, promotions, retirement age, resignation or dismissal, for the reason of gender.
2. Aptina shall give female applicants equal opportunity, in comparison to male applicants, in the recruitment and employment process.

Article 74 Prevention of Sexual Harassment

1. Each employee is required to review and acknowledge Aptina's Harassment policy during new hire orientation.
2. Company shall take measures such as disciplinary action and other similar measures against an employee who commits Sexual Harassment to another employee in the work place. The provisions of the sections of Reasons for Disciplinary Action, Types of Disciplinary Action, Procedures for Disciplinary Action, and Prohibition of Gender Discrimination hereof shall apply *mutatis mutandis*.
3. Company forbids any form of retaliation for reporting harassment, for assisting another employee or applicant in making a report, for cooperating in a harassment investigation, or for filing a claim.
4. All employees who experience or witness any conduct they believe to be retaliatory should follow the reporting procedures as stated above.

Supplementary Provisions

1. These Regulations are made in the English and Korean languages. In case of a conflict between the two (2) versions, the Korean language version shall prevail and be the governing text.
2. These Rules of Employment shall take effect from June 1, 2011.
3. Any conflicts regarding matters not covered by these Regulations and other Company regulations shall be governed by the relevant laws, regulations and ordinances of the Republic of Korea. These Rules and the Company regulations shall be deemed to have been amended to the extent that the relevant laws, regulations and ordinances are amended and in accordance with the spirit of such amendment.