**AGENCY AGREEMENT**

This Agreement, made and entered into this [ Date, Month, Year] by and between [ 회사명 ] , a corporation duly organized and existing under the laws of the Republic of Korea, having its principal office at [ 주소 ] (hereinafter referred to as "COMPANY") and [ 회사명 ], a corporation duly organized and existing under the laws of [ 국가명 ], having its principal office at [ 주소 ](hereinafter referred to as "Agent").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as flows:

Article 1. Appointment of Agent

1.1 The Company hereby appoints the Agent as its ( ◎ exclusive )

( ◎ non-exclusive ) agent in the territory specified as follows(hereinafter referred to as “Territory”), for the sale of the products as specified as follows(hereinafter referred to as “Products”). Territory and Products may be amended by mutual written consent of the parties.

|  |  |  |
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| ITEM NO. | SPECIFICATION | etc. |
|  |  |  |

1.2 The Agent shall not, in the Territory, deal in any products or goods, nor shall it represent any other suppliers or manufacturers of any products or goods, which are in the opinion of Company similar to or competitive with the Products to be supplied or manufactured by Company pursuant hereto.

1.3 It is hereby expressly agreed and declared by and between the parties hereto that all customers heretofore or at any time hereafter called on by or introduced to the Agent are customers of the Company and are not customers of the Agent nor has the Agent any proprietorial interest therein or in any list of such customers.

Article 2. Duration

 Upon expiration of the said term, this Agreement shall be automatically renewed, unless no later than [ 30 ] days prior to the date on which this Agreement would otherwise be extended a party gives written notice of termination to the other party hereto.

Article 3. Price and Sales

3.1 The Company may from time to time furnish the Agent with a statement of the minimum prices at which the Products are respectively to be sold, and the Agent shall not solicit orders or offer the sale of the Products at less than such minimum prices unless it has first obtained the Company’s express authorization to vary such prices, but shall endeavor in each case to obtain the best price obtainable.

3.2 The Agent may not be entitled to sell any of the Products to any person or company residing outside the Territory except with the Company’s prior written consent.

3.3 The Agent shall not give credit to or deal with any person, company or firm which the Company shall from time to time direct the Agent not to give credit to or deal with.

3.4 The Agent shall keep the Company fully informed from time to time of market condition within the Territory for the Products and of activities and prices of competitors and provide any available information relevant for the purpose of furthering the sale of the Products. The Agent shall render to the Company, during the term of this Agreement and thereafter, such assistance as the Company may reasonably require in receiving, collecting, recovering or suing for payment due from purchases of the Products under orders solicited by the Agent.

Article 4. Order

4.1 The Agent agrees that it shall promptly advise the Company of any enquiries or orders for the Products whether within or outside the Territory which may from time to time be received by the Agent and upon receipt by the Agent of any order for the Products the Agent shall immediately transmit such order to the Company.

4.2 If the Company decides to proceed with any such enquiry or order it shall forward directly to the customer an acknowledgement of the order for such Products. In cases where the Products are to be delivered in the Territory, the Company shall forward to the Agent a duplicate copy of the invoice sent with the Products to the customer and in like manner shall from time to time inform the Agent when payment is made by the customer to the Company.

4.3 The Agent shall duly keep an account of all orders obtained by it and shall on or before the [ ] th day of every month send a copy of such account for the immediately preceding month to the Company.

Article 5. Payment

5.1 The Agent shall cause any customer to open with an international first class bank acceptable to the Company an irrevocable letter of credit in favor of the Company in an amount equal to the sum of the agreed purchase price of the Products to be delivered to the customer and the amount of commission to be paid by the Company to the Agent in connection with the sale of such Products. In the event that a customer is unable to and/or fails to open a letter of credit the Agent shall open such letter of credit in favor of the Company in the same amount as specified above, in which case the Agent shall be reimbursed from the customer.

5.2 The Agent shall not without the written consent and the authority of the Company collect any monies from any customers.

Article 6. Office and Staff

The Agent shall establish, employ and maintain appropriate offices and staff for the purpose of its duties hereunder and all costs and expenses incurred by the Agent hereunder shall be borne and paid by the Agent.

Article 7. Confidentiality

The Agent shall keep secret and shall not disclose to any third party (including, but not limited to, individuals, firms or companies) any confidential information disclosed to it by the Company to enable the Agent to perform its duties under this Agreement, and upon termination of this Agreement for any reason whatsoever, the Agent shall not at any time thereafter use any confidential information so disclosed during the currency of this Agreement. Upon termination of this Agreement, the Agent shall, at its expense, promptly return to the Company all information and literature relating to the Products and the Company including but not limited to price lists, samples, documents and papers that may have been supplied to the Agent by the Company.

Article 8. Qualification to do Business

The Agent shall make such filings and take such actions as may be required to qualify to do business under all applicable state and local laws in order to perform the services contemplated by this Agreement on behalf of the Company.

Article 9. Commission

9.1 The Agent may receive on each sale of Products described in Paragraph 1.1 of this Agreement occurring during the term of this Agreement a commission of

[ ] % of the “Net Cash Received.” The term “Net Cash Received” as used herein shall mean the net amount of payments received by the Company from the customers for the Products, less charges, if any, for taxes, duties, freight and insurance, etc. A separate commission agreement may be made between the parties stating the commission amount on a case by case basis. Unless otherwise agreed in any particular case, sales for the purpose of the commission shall be deemed not to be effected in the Territory unless both the customers’ address from which the order is issued and the place where the Products are to be delivered are within the Territory.

9.2 The sales of Products by the Company, during the term of this Agreement for which the Agent is entitled to receive the commission described in the preceding Paragraph 9.1 include and are limited to:

(a) any sale of Products by the Company, where the Products are to be delivered by the Company to a location within the Territory pursuant to an order or enquiry received from a customer whose address, from which such order or enquiry was received, is located in the Territory, irrespective of whether such order or enquiry was received directly by the Company or through the Agent, and

(b) any sale of Products by the Company, other than a sale described in the preceding subparagraph (a), made pursuant to any order or enquiry first forwarded by the Agent to the Company, where such Products are to be delivered by the Company to a location within the Territory, or the customer’s address, from which such order or enquiry was received, is located in the Territory.

9.3 Any commission stipulated and paid hereunder shall be deemed to cover all the costs, fees, charges and other expenses incurred by the Agent in connection with the respective sale of the Products.

9.4 Upon termination of this Agreement, the Agent is only entitled to receive the commission in respect of sales resulting from orders received by the Company up to the date of such termination, for which payment is subsequently made to the Company pursuant to this Agreement.

Article 10. Minimum Sales

The Agent shall procure orders or enquiries from customers or purchasers located in the Territory for the minimum delivery of Products in the Territory resulting in the relevant periods as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Contract Year | Contract Term | Quantity | Amount |
| ◎ | First Contract Year |  |  |  |
| ◎ | Second Contract Year |  |  |  |
| ◎ | Third Contract Year |  |  |  |

Article 11. Intellectual property rights

11.1 Nothing contained herein shall be construed to give any right or interest to the Agent in any trademark or trade name of the Company, except that Agent may use the trade name solely for the purpose of procuring orders for and sales of the Products in accordance with this Agreement.

11.2 The Agent agrees that any and all patent rights, trademarks, trade names, copyrights and other property rights in and with respect to the Products are and shall remain exclusively the property of the Company and its affiliates. Agent shall immediately report to the Company any infringement by third parties of any such patents, trademarks, trade names, copyrights and other property rights in the Territory. Upon termination and/ or expiration of this Agreement for any reason whatsoever, the Agent shall promptly discontinue every use of such trade name and any language permitted for use under this Agreement.

Article 12. Advertisement

12.1 The Agent shall, at its own expense, display advertising, distribute promotional or descriptive literature of information, conduct marketing, or make representations concerning the Products in the Territory, all of which shall have first been approved by the Company.

12.2 The Agent shall comply with any reasonable requests made by the Company for modification of advertisement if the Company is not satisfied with such advertisements.

12.3 If requested by the Agent, the Company agrees to provide the Agent at a cost price with reasonable quantities of all catalogues and advertising materials relating to the Products which the Company may from time to time publish; provided, however, that upon termination of this Agreement for whatever cause, the Agent shall promptly return to the Company all such catalogues and advertising materials provided by the Company.

Article 13. Maintenance of Stock

The Agent agrees to maintain an adequate inventory of the Products so as to be able at all time to provide samples to prospective customers.

Article 14. Status of the Agent

14.1 Nothing herein contained shall constitute any authority to the Agent to negotiate, settle or compromise any claims or disputes on behalf of the Company relating to the Products.

14.2 The Agent agrees that it has no authority to make or give and shall not to make any representation or give any guarantee or warranty in respect of the Products other than such as the Company may from time to time in writing expressly authorize.

14.3 This Agreement is personal to the Agent who is not entitled to assign, dispose of, mortgage, charge or otherwise encumber its rights and duties or benefit under this Agreement.

14.4 The Agent shall indemnify, protect and save the Company from all claims, demands, suits or actions for damages to property or person which may be sustained by any third party arising from or incident to the conduct or the business of the Agent.

Article 15. Termination

15.1 This Agreement may be terminated by a [ ] days notice in writing given by the Company to the Agent upon the occurrence of any of the following events:

(a) If the Agent becomes bankrupt, or

(b) If the Agent makes any composition or enters into an arrangement with his creditors, or

(c) If the Agent has any distress or execution of the like levied upon any of its

goods or effects, or

(d) If the Agent fails to achieve the minimum sales target as specified in Article 5 hereof or performs or engages in sales activities unsatisfactory to the Company, or

(e) If the Agent commits a breach of or fails to perform or observe any agreement or conditions herein contained and on the part of the Agent to be performed or observed, and shall not have remedied such breach or failure to perform or observe of a notice requiring the remedy of such breach or failure to perform or observe.

(f) If any circumstances occur which in the opinion of the Company give grounds for belief that the Agent may not able to perform its obligations hereunder.

15.2 In case Agent fails to achieve the minimum sales target as specified in Article 10 hereof, for any reason other than solely attributable to the Company, the Company has the option to terminate this Agreement, and/or to request the compensation with respect to all damages including but not limited to the loss of sales opportunity, expressed and/or implied, arising from its non-attainment of the minimum sales target.

15.3 However, that, for the compensation to COMPANY subject to this paragraph, both parties recognize that damages arising from the said non-accomplishment by the Agent would be extremely difficult to compute, but US$ [ ] represents a reasonable estimate of the damages.

Article 16. Settlement of Dispute and Governing Law

16.1 This Agreement shall be interpreted and governed by the laws of [ ].

16.2 Any dispute arising out of or in connection with this contract shall be finally settled by arbitration in Seoul in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board.

Article 17. Miscellaneous Provisions

17.1 This Agreement constitutes the entire understanding of COMPANY and the Agent with respect to the subject matter hereof.

17.2 No amendment, modification or alteration of any terms of this Agreement shall be binding on either party unless the same shall be made in writing, dated subsequent to the date hereof and executed by or on behalf of the parties hereto.

17.3 All waivers hereunder shall be in writing, and the failure of any party at any time to require the other party's performance of any obligations under this Agreement shall not affect the right subsequently to require performance of the obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

17.4 This Agreement may be executed in English and in other languages (including Korean). In the event of any difference or inconsistency among different versions of this Agreement, the English version shall prevail over in all respect.

IN WITNESS WHEREOF, the parties hereto have authorized this Agreement to be executed by their respective duly authorized officers.

COMPANY AGENT

By [ ] [ ]

Address [ ] [ ]

Title [ ] [ ]

Name [ ] [ ]