

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Daniel J. Edelman, Inc. 200 E. Randolph Drive Chicago, IL 60601	2. Registration No. 3634
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3. Name of foreign principal Embassy of the Republic of Korea	4. Principal address of foreign principal 2450 Massachusetts Avenue NW Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Embassy of the Republic of Korea
- b) Name and title of official with whom registrant deals
Wonchang La - First Secretary

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

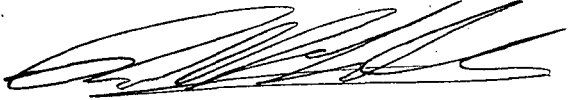
9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
9/17/2010	Randall Corley Global Compliance Officer	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Daniel J. Edelman, Inc.	2. Registration No. 3634
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3. Name of Foreign Principal Embassy of the Republic of Korea
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Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The objective is to identify and educate influencers in Washington and other key audiences about South Korea's issues and goals, particularly related to supporting the Korea - U.S. Free Trade Agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

On behalf of the Embassy of Korea, Edelman will assist with online advocacy and do media outreach to promote the Korea - U.S. Free Trade Agreement.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Facilitate grassroots level outreach aiming to generate support for the Korea-U.S. Free Trade Agreement.

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Date of Exhibit B 9/17/2010	Name and Title Randall Corley Global Compliance Officer	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LETTER OF AGREEMENT
Edelman-Grassroots Enterprise Division

For Edelman Use Only
GM:
Client Code:
Project No(s):

September 3, 2010

Mr. Jong-Hyun Choi
Deputy Chief of Mission, Minister for Economic Affairs
Embassy of the Republic of Korea
2450 Massachusetts Avenue NW
Washington, DC 20008

Dear Mr. Choi:

This letter constitutes the master services agreement ("Agreement") between the Embassy of the Republic of Korea ("Client") and Daniel J. Edelman, Inc. ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. **Services.** Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, a sample of which is attached hereto as Exhibit A. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement.

2. **Compensation.**

2.1. **Budget.** The total projected fees and expenses for the Services (including subscription fees) ("Budget"), if determined, are set forth in the SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's Grassroots Enterprise division and the Washington, DC office, unless specifically provided otherwise herein or in an SOW. If any activities entail services of other Edelman offices, divisions or affiliates, Client will pay for such services at Edelman's then current time and material rates customary for such office location, practice and title.

2.2. **Expenses.**

(a) **Out-of-pocket Expenses.** Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, advertising, recruitment, domain name registration, stock photo fees, third-party software/hosting fees, research services, media monitoring/clipping, production costs, overnight delivery, messenger, and long distance and conferencing charges. Client shall pay a ten percent (10%) service charge on all such expenses incurred and paid by Edelman. Client may avoid the service charge by either 1) paying vendors directly or 2) prepaying Edelman for such expenses. Prepayment of expenses must be received by Edelman no later than fifteen (15) days after the date of the invoice setting forth such vendor expense; if payment is not received by Edelman within fifteen (15) days of the date of the invoice, the service charge will be imposed. Client shall be required to prepay Edelman or direct pay vendors for any individual expense equal to or greater than US\$5,000.

(b) **Travel Expenses.** Client shall reimburse Edelman monthly for all travel and/or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless and long distance telephone calls. Such expenses are not subject to the 10% service charge.

(c) **Taxes.** Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed

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by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income.

(d) Internal Expenses. Client shall reimburse Edelman for expenses related to in-house photocopying, local telephone calls (not long distance or phone card calls), facsimile use (including related telephone charges), U.S. postage (other than mass mailings) that Edelman incurs on Client's behalf, Client shall pay Edelman a monthly charge equal to six percent (6%) of Edelman's monthly fees as reimbursement for such expenses, which shall be included in the total monthly budget from the SOW. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client with an accounting or detail for such charge.

(e) Rebates. Edelman shall not pass on to Client any rebate Edelman receives if such rebate is based on Edelman's overall purchase volume and not a purchase specifically and solely for Client's account.

(f) Legal Services: The costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, an estimate of legal expenses to be incurred.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

2.4. International Services. All amounts due under this Agreement shall be billed and paid in US dollars. Edelman reserves the right to adjust the Budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). Client, recognizing that Edelman is obligated to pay out-of-pocket, third party vendor expenses and other costs in full in the local currency in which they were incurred, shall reimburse Edelman if any shortfall occurs as a result of fluctuating currency exchange rates. In such instances, Edelman will include an adjustment in the next monthly invoice or render a separate invoice.

3. Indemnification.

3.1. Client represents and warrants that the materials and information (including personal information and data) it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to create, edit, reproduce and otherwise use, publish and distribute such materials, and send materials to individuals designated or approved by Client in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, data, statements or materials (including any Claims relating to intellectual property or privacy rights therein), prepared or provided by Client, that Client directed Edelman to use or that were approved by Client, including, without limitation, any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or

equipment; (iii) Claims related to the sending of Spam or unsolicited emails, (iv) Client's breach of warranty, including but not limited to violations of the Grassroots terms and conditions and privacy policy by Client or its end users and/or (v) Client's negligence or willful misconduct.

3.2. Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3. The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4. In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5. This Section shall survive termination or expiration of this Agreement.

4. **Term.** This Agreement shall commence effective as of September 1, 2010 and shall continue until December 31, 2010. If Client wants to extend the length of the Services or wants additional services, Client and Edelman shall mutually agree upon the term and amend the Agreement, as appropriate.

5. **Termination.** Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than thirty (30) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred through the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses and subscription and hosting fees committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. **Limitation of Liability.** EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. Client Warranties Regarding Materials and Acceptable Use. Client accepts that all Clients' end users must accept the most current version of the Terms and Conditions, posted at www.grassroots.com, and that all web pages created thereunder contain a link to these User Terms and Conditions. Client warrants that it and its end users will not remove or modify the Grassroots User Terms and Conditions or privacy policy. Client warrants that any email address uploaded or collected by a Client pursuant to this Agreement shall be lawfully obtained or collected through best opt-in email practices, that also comply with Direct Marketing Association standards, and that Client will not engage in spamming or other comparable email communications practices that violate state law, federal law or best industry practices. Client also warrants that it will utilize the Grassroots Multiplier and any other proprietary Edelman Grassroots division software or web based product supplied or licensed hereunder (the "Grassroots Products") in a manner consistent with the license granted herein. Edelman may terminate this Agreement and any SOW immediately if, in its sole discretion, Client determines that Client is violating this provision.

8. Confidentiality. Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

9. Intellectual Property. Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will, upon Client's request, assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, (iii) any Grassroots Product or of Grassroots' technology, or any components of either, including databases incorporated therein; and (iv) materials Edelman considers proprietary, including but not limited to, certain media lists, media training guides, influencer lists, data bases, BrandCARE™ materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

10. License. To the extent Edelman has agreed in the SOW to license any Grassroots Products to Client, Edelman grants to Client the limited, revocable, non-exclusive, non-transferable license to use during the Agreement's term ("Term") the most current version of the Grassroots Product(s) licensed by Client in the SOW, subject to the other terms set forth in this Agreement. For the avoidance of doubt, any proprietary content data (including, but not limited to, data on elected officials or data matching postal service zip codes with political districts) may be used by Client solely in accordance with applicable laws and regulations and as that data is integrated within any Grassroots Product(s) licensed hereunder. In the event of any breach of this Section 10, Edelman, in addition to other remedies, may immediately revoke the license granted in this Agreement Unless written consent is provided by Edelman, Client shall not permit any third party (including, but not limited to, any parent, subsidiary, affiliate, or partner) to use any Grassroots Product or to process such third party's data. Grassroots reserves a possible

maintenance window every Monday evening from 11 PM to 3 AM Pacific Standard Time, but if necessary, may perform maintenance outside of this window.

11. Disclaimer of Warranty. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EDELMAN MAKES NO WARRANTIES REGARDING ITS PRODUCTS, SERVICES OR INFORMATION COLLECTED FOR OR PROVIDED TO THE CLIENT UNDER THIS AGREEMENT. GRASSROOTS DISCLAIMS AND CLIENT HEREBY WAIVES ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING OR RELATING TO ANY GRASSROOTS PRODUCTS OR ANY SERVICES PROVIDED TO THE CLIENT UNDER THIS AGREEMENT, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. GRASSROOTS DOES NOT WARRANT THAT ITS GRASSROOTS PRODUCTS OR ITS SERVICES WILL ACHIEVE ANY SPECIFIC RESULTS, OPERATE WITHOUT INTERRUPTION OR ERROR, OR BE SECURE FROM TAMPERING, THEFT, DESTRUCTION FROM CYBER CRIMINALS, HACKERS OR COMPUTER VIRUSES.

12. Non-Solicitation of Employees. During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

13. Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

14. Attorneys' Fees. In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

15. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

16. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

17. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; (iv) transmitted by facsimile, upon receipt of a confirmation of receipt, or (v) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Edelman:	Bill McIntyre Daniel J. Edelman, Inc. 1875 Eye Street NW, Suite 900 Washington, DC 20006 Facsimile: 202.371.2858 E-mail: bill.mcintyre@edelman.com
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With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive, 32nd Floor Chicago, IL 60601 Facsimile: 312.297.6990 E-mail: shan.bhati@edelman.com & peter.petros@edelman.com
If to Client:	Jong-Hyun Choi Deputy Chief of Mission, Minister for Economic Affairs Embassy of the Republic of Korea 2450 Massachusetts Avenue NW Washington, DC 20008 Facsimile: 202.265.0219 E-mail: jhchoi81@mofat.go.kr

18. **Section Headings.** Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

19. **Counterparts.** This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

20. **Compliance with Laws.** Client shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any permits, licenses and certifications Client is required to have.

21. **Entire Agreement.** This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely, Daniel J. Edelman, Inc.

ACCEPTED AND AGREED:

EMBASSY OF THE REPUBLIC OF KOREA

By: 

Printed Name: Jong-Hyun Choi

Title: Deputy Chief of Mission
Minister for Economic Affairs

Date: 9/6/10

DANIEL J. EDELMAN, INC.

By: 

Printed Name: Michael Boisjoly

Title: Regional Finance Director

Date: 9/3/10

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EXHIBIT A

**Embassy of the Republic of Korea and Edelman
STATEMENT OF WORK
September 1, 2010 to December 31, 2010**

Pursuant to the Agreement by and between the Embassy of the Republic of Korea ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated September 3, 2010, this Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

The program will assist the Client in the identification of and communication with stakeholders regarding topics central to the mission of the Client.

Deliverables/Milestones & Timeline

Program Element	Activities	Start & End Dates	Est. Expenses
Strategic Counsel, Online Website Services		9/1/10 – 12/31/10	\$120,000
Action Center (one-time fee)		9/1/10 – 12/31/10	\$10,000
Out-of-pocket expenses		9/1/10 – 12/31/10	\$70,000

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services or increase the time retained, the amount of additional time will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET

Professional Fees (Not to Exceed):	\$120,000
Action Center:	\$10,000
Estimated Expenses:	\$70,000
Total:	\$200,000

TERMS

Fee Billing. Edelman shall invoice Client an amount of **\$30,000** ("Monthly Retainer") in accordance with the billing schedule set forth below. The Monthly Retainer is based on the Scope of Services or minimum retained hours above. Edelman shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Invoices. Edelman will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Mr. Jong-Hyun Choi
Title:	Deputy Chief of Mission, Minister for Economic Affairs
Company Name:	Embassy of the Republic of Korea
Address:	2450 Massachusetts Avenue NW Washington, DC 20008

Purchase Order. The client Purchase Order number is not known at this time.

RETAINER BILLING SCHEDULE FOR PROFESSIONAL SERVICES

ESTIMATED INVOICE DATE (mm/dd/yyyy)	AMOUNT \$
09/01/2010	\$30,000
10/01/2010	\$30,000
11/01/2010	\$30,000
12/01/2010	\$30,000
	\$120,000


RETAINER BILLING SCHEDULE FOR ACTION CENTER

ESTIMATED INVOICE DATE (mm/dd/yyyy)	AMOUNT \$
10/01/2010	\$10,000
	\$10,000

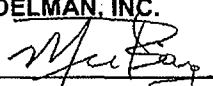
MSD/CES/REGISTRATION UNIT
2010 SEP 24 AM 9:37

ACCEPTED AND AGREED TO ON THIS ___ DAY OF _____, 20__.

THE EMBASSY OF THE REPUBLIC OF KOREA

By: 
Printed Name: Jong-Hyon Choi
Title: Deputy Chief of Mission
Minister for Economic Affairs
Date: 9/6/10

DANIEL J. EDELMAN, INC.

By: 
Printed Name: Michael G. S. Jolie
Title: Regional Finance Director
Date: 9/3/10