

**Retainer Agreement Between Korea International Trade Association and
Willkie Farr & Gallagher LLP**

Korea International Trade Association (KITA) and Willkie Farr & Gallagher LLP (WF&G) hereby enter this agreement whereby, in exchange for compensation detailed below, WF&G will monitor and report on developments affecting trade between Korea and the United States.

1. Term of Agreement:

This Agreement shall be in effect for a one-year period, January 1, 2006 - December 31, 2006.

2. Monitoring and Reporting Services To Be Provided:

WF&G shall keep KITA informed of developments in the following areas of interest:

- (1) Interpretation and administration of U.S. trade laws, and agency regulations, including antidumping, countervailing duty, Section 201, Section 301, Section 337 and other statutes and regulations pertaining to U.S. trade with special reference to matters of interest to KITA;
- (2) General legislative and Congressional matters affecting US-Korea Trade and Investment relations, including but not limited to steel, agriculture, pharmaceutical, IPR, autos and auto imports, including fuel economy, customs classification, safety standards, products liability, fastener quality, and auto labeling;
- (3) Protectionist activities in the U.S. with particular emphasis on imports from Korea;
- (4) Multilateral trade negotiations issues affecting trade between the U.S. and Korea;
- (5) Executive Branch actions and statements regarding trade policy generally, with particular emphasis on trade with Korea; and
- (6) Other matters of interest as WF&G finds appropriate for KITA

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WF&G shall provide KITA with regular reports on developments in the areas of interest described above, and, as appropriate or requested by KITA, WF&G shall provide KITA with reports on key matters on a more frequent basis. Copies of any report provided to KITA shall not be disseminated to any third party without the prior approval of KITA. Moreover, WF&G shall not object to any information sharing mechanism adopted by KITA through which other KITA consultants will have the ability to read WF&G reports.

3. Consultation and Advice on Specific Trade Matters and Other General Legal Matters:

WF&G shall provide KITA with consultation, advice and recommendations as requested and appropriate on trade law questions and on matters arising out of KITA's activities and operations in the United States, and the activities of KITA's members, including:

- (a) Legal advice on trade questions involving the importation of products into the United States from Korea;
- (b) Advice with respect to issues arising under the U.S. international trade statutes, including U.S. antidumping laws;
- (c) Other legal advice as requested by KITA on trade-related events such as Roundtables, Seminars, and Trade Missions promoted by KITA.

Limited follow-up on WF&G reports -- requests that can be addressed in a limited period of time -- shall be included within the scope of the retainer services. Consultation and advice of a more substantial nature shall be subject to separate arrangements between WF&G and KITA. WF&G will not undertake work beyond the scope of the retainer without advance approval by KITA of the work to be undertaken, and the estimate cost of those services.

4. **Compensation:**

The annual compensation for the services provided by WF&G under paragraph 2 and 3 above shall be US\$ 172,800. This amount will be invoiced to KITA in equal monthly amounts of US\$ 14,400.

Actual disbursements of out-of-pocket expenses including international telephone calls, telexes, telecopies, travel (to the extent any such expenses are not allocable to a specific matter), entertainment, computer research, and duplicating charges will be billed separately on the invoice with due prior notice.

WILLKIE FARR & GALLAGHER LLP

DATE: 1/17/2006

BY: *[Signature]*

ACCEPTED:

BY: J C Kim

For the Korean International Trade Association

DATE: _____

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