



**LOCKHEED MARTIN CORPORATION**

If stationed in Korea, Seller and Seller's employees, subcontractors, and employees of Seller's subcontractors shall respect and abide by the laws, regulations, and rules of the Government of the Republic of Korea related to the performance of this Purchase Order.

4. Add the following relating to "PACKING, SHIPMENT, AND SHIPPING INSTRUCTIONS":

(a) Any items which are to be drop shipped to Korea shall be appropriately packed, packaged, and crated by Seller for export shipment in accordance with Seller's standard packing practices assuring seaworthiness to protect the items and to ensure assessment of the lowest applicable transportation charge.

(b) Seller shall notify Buyer of the readiness for shipment of deliverable items.

Such notification shall be made by facsimile at least (14) fourteen days prior to the anticipated shipment date, and shall include the pertinent information listed below:

- (1) Purchase Order number and a brief description of the product to be shipped;
- (2) Estimated value of the shipment;
- (3) Estimated number of crates or boxes;
- (4) Estimated weight and volume;
- (5) Purchase order number;
- (6) Date shipment will be available for pickup; and,
- (7) packing sheet which specifies that goods have been inspected and conform to the applicable specification and drawings.

5. Add the following new clause, "SALES COMMISSIONS AND FEES"



7.1

however, that the ROKG, via LM Aero, must obtain the written approval of the USG before exercising this right in any country other than the U.S.A and Korea.

7.2.3 SELLER hereby grants to LM the royalty-free right to make, use, have made, have used, copy, license, pledge, and distribute SELLER Background Data solely in furtherance of the FA-50

Development Program.

7.2.4 Without any payment to the owner, ROKG shall have the right to use Background Data belonging to SELLER for purposes of performing the FA-50 Development Program, but not for release to a third party, except as provided herein. For purposes of this Article, third party does not include other participants in the FA-50

Development Program or derivative aerospace programs within Korea.

7.3 The Parties recognize that written disclosure of Background Data in accordance with this Article is preferable to alternate forms of disclosure. However, disclosures of Background Data, other than in writing or another tangible form, will be entitled to the same protection as set forth in Article 7.4 for written disclosures, provided that:

7.3.1 At the time of first disclosure, the disclosing Party makes clear to the receiving Party the proprietary nature of the Background Data and written notation is made at that time summarizing the Background Data; or

7.3.2 The disclosing Party confirms the disclosure by transmitting the Background Data in written form (identified and marked in accordance with Article 7.1) to the receiving Party within thirty (30) working days after said disclosure.



