

Article 5. ASSIGNMENT OF AGREEMENT

Neither this Agreement nor any rights or obligations hereunder may be assigned by "Representative" without prior written consent of "Company".

Article 6. ARBITRATION

All disputes, controversies, or differences which may arise between the parties out of or in relation to or in connection with this contract of, for the breach thereof, shall be finally settled by arbitration in Seoul, Korea in accordance with the Commercial Arbitration Rules of the Korea Commercial Arbitration Board and under the Laws of Korea. The award rendered by arbitrator(s) shall be final and binding upon both parties concerned.

Article 7. EFFECTIVE DATE

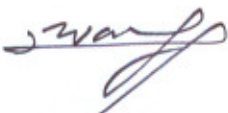
This Agreement shall become effective as of the date first written above. If there are special conditions imposed by the government of either party, the date of such government approval becomes the effective date of this Agreement.

Article 8. APPLICABLE LAW

The Agreement shall be construed and interpreted in accordance with the laws of the Republic of Korea. Especially, Company shall observe those regulations described in international agreement provisions as regulated in Korean Anti-trust and Fair Trade Acts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first written above.

BOCHANG CO., LTD.


BY : 

NAME : Lyang-Kyu, Hwang

TITLE : Vice President

VEDIC SYSTEMS PVT. LTD.

VEDIC PAC-SYSTEMS PVT. LTD.

BY : 

NAME : Nirav Sampat

TITLE : CEO