

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this *MOU*) is entered into as of December 19, 2011, by and among (1) **American Go Association**, a non-profit corporation incorporated under the laws of New York, with its principal place of business at New York, United States, or the AGA's designated affiliated entity, (*AGA*); (2) **Tong Yang Online Co., Ltd.**, a corporation incorporated under the laws of the Republic of Korea, with its principal place of business at 21F, Business Tower, Nurigum Square, 1605, Sangam-dong, Mapo-gu, Seoul , 121-795 Korea (*TYO*).

AGA and TYO shall be hereinafter collectively referred to as the *Parties* and individually as a *Party*.

### 1. Introduction

The Parties have recently entered into discussions in connection with AGA's hosting of an annual baduk tournament in the United States (the *Tournament*) with the financial and technical support of TYO, in order to help AGA certify professional baduk players in the United States and to help TYO recruit new customers for its baduk website called Tygem. Prior to finalizing the terms and conditions of a definitive agreement for the Tournament, the Parties have agreed that it is in their mutual interest to enter into this MOU.

### 2. Intentions of the Parties

- a. AGA shall host and operate the Tournament once every year in online and off-line formats as designated by AGA or as further detailed in the definitive agreement, and TYO shall contribute US\$30,000 to AGA to defray AGA's expenses for each Tournament.
- b. TYO shall make available to AGA, on an exclusive basis, the necessary server and technical support for the Tournament and, if requested by AGA, for other baduk competitions organized by AGA from time to time. AGA shall not use a server or obtain technical support from any third party that competes against TYO for the Tournament.
- c. AGA shall use best efforts to promote the Tournament as well as TYO as the exclusive technical sponsor and provider of the online and offline formats of the Tournament, including extensive use of Tygem's name, logo and links in AGA publications, electronic and otherwise, in connection with the Tournament, media outreach for the Tournament and any merchandise linked to the Tournament.
- d. TYO and AGA will continue the sponsorship from year to year at the agreement of both parties, with the expectation that, if the relationship is beneficial to both parties, it will continue for many years.
- e. TYO and AGA, as part of the definitive agreement, will discuss what rights each will

have to intellectual property that arises out of the tournament.

### **3. Timing**

The Parties intend to execute a definite agreement by January 15, 2012 and to hold the first Tournament by August 1, 2012.

### **4. Term**

This MOU shall expire four (4) months from the execution date of this MOU (the **Term**) unless the period is otherwise extended by mutual agreement by the Parties.

### **5. Legal Relationship of the Parties**

No Party may undertake any obligation on behalf of any other Party, or legally bind any other Party, without such Party's consent. Under no circumstances shall this MOU create or imply a legal partnership, agency, joint venture or trust between the Parties.

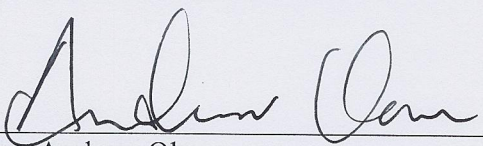
### **6. Non-binding nature of this MOU**

With the exception of Sections 4, 5 and 6, this MOU is not intended to be legally binding or to give rise to any other rights or obligations, nor does this MOU constitute a commitment by either Party in regards to the Tournament.

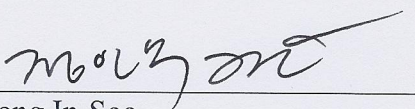
### **7. Dispute Resolution**

This MOU provides a framework for development of a definitive agreement. It is the intention of both parties to resolve any disputes arising from this MOU informally.

#### **AMERICAN GO ASSOCIATION**

By:   
Name: Andrew Okun  
Title: Chairman of the board

#### **TONG YANG ONLINE CO., LTD.**

By:   
Name: Jeong In-Soo  
Title: Chief executive officer