

**MUTUAL COOPERATION AGREEMENT
BETWEEN
KOREA TRADE-INVESTMENT PROMOTION AGENCY (KOTRA)
AND
WILLIAMSON COUNTY, TEXAS (County)**

This Mutual Cooperation Agreement (hereafter "Agreement") is executed by and between Williamson County, Texas (hereinafter referred to as "**County**") and Korea Trade-Investment Promotion Agency (hereinafter referred to as "**KOTRA**") (together referred to hereinafter as the "Parties") with respect to the following.

County is a political subdivision located in Williamson County, Texas, USA (hereinafter "Williamson County").

KOTRA is Korea Trade-Investment Promotion Agency, responsible mainly for export and investment promotion of Korea, acting on behalf of the Ministry of Trade, Industry and Energy (MOTIE), Republic of Korea.

The Parties share the objective to strengthen the existing economic relations between the County and Korea, based on principles of equality and reciprocity, allowing the best mutual support for Korean companies to invest in Williamson County as well as the exchange of information in this respect and to establish a framework for such cooperation.

NOW, THEREFORE, in consideration of the declarations herein made, the Parties agree as follows:

1. **Purposes**

The main objective of this Agreement shall be to enhance collaboration between KOTRA and County to support and advise Korean companies to invest and do business in Williamson County as well as to make relations with companies in Williamson County. The overall goal is to strengthen the relationship between parties.

2. **Scope of Cooperation**

The Parties agree to collaborate in the support of Korean companies intending to invest in Williamson County as well as to exchange certain information to enable a successful settlement of the respective Korean entities in Williamson County. The administration and promotion of the objectives of this Agreement as specified above may include the following:

- (a) Exchange of information on business environment, policies, and regulations regarding the investment environment in Williamson County,
- (b) Exchange of information on legal and tax regulations in Williamson County applicable to potential Korean investors planning to invest in Williamson County,
- (c) Provide assistance in the communication between County authorities and potential Korean investors and to facilitate the corresponding process in this regard,
- (d) Stimulate contacts and facilitate the exchange of delegations in areas of mutual interest,

- (e) Each Party may inform the other with respect to other appropriate events in Williamson County or in Korea,
- (f) Both Parties may agree to promote and co-organize joint events in Williamson County or in Korea that may facilitate and enhance cooperation between Entities from Williamson County and from Korea by the consent of both parties for each event, and
- (g) In any other field agreed upon by the Parties.

3. **Implementation of Cooperation**

- (a) The contents of this Agreement can be altered by the consent of the Parties in writing.
- (b) Meetings will be convened as required at a venue and time agreed between the Parties.
- (c) Each Party shall appoint a representative to coordinate the execution of its duties hereunder with the other Party and to serve as a contact person for the other Party.
- (d) The initial representatives appointed by the Parties shall be the persons listed in Appendix "A" attached hereto. Each Party may replace its representative by written notice to the other Party.

4. **Expenses**

Each Party shall bear its own costs and expenses incurred in connection with the promotion and administration of this Agreement.

5. **Intellectual Property**

Nothing in this Agreement shall serve as a transfer, conveyance, sale, or any other form of disposition of either Party's rights to its own intellectual property. To avoid copyright infringement, any information passed on to third parties shall clearly identify the source and origin of this information.

6. **Confidentiality**

Each Party acknowledges that the information provided to it by the other Party may be confidential and proprietary information of the disclosing party. Contents or any information disclosed by a party to this Agreement (the "Discloser") will be considered "Confidential Information" of Discloser by the other party (the "Recipient"), only if such information (a) is provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail), is conspicuously designated as "Confidential" or (b) if provided orally, is identified as confidential at the time of disclosure and confirmed in writing, by Discloser, within thirty (30) days of disclosure. Confidential Information shall not be unveiled, revealed, or disclosed to a third party unless a disclosure by Recipient of any of Discloser's Confidential Information is (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement; provided, however, the Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure.

7. **Non-Exclusive Agreement**

This Agreement is non-exclusive, and each Party reserves the right to enter into similar agreements with any other third party. Further, this Agreement does not supersede any other written agreement between the Parties hereto.

8. **Term and Termination**

This Agreement shall come into force on the Effective Date and shall continue for two (2) years. This Agreement may be extended for successive periods of two (2) years when both Parties have jointly decided in writing on the extension of this Agreement based on a ninety (90) day prior written notice of either Parties' desire to extend it. Either Party may terminate this Agreement at any time, upon ninety (90) day prior written notice of either Party.

9. **General Provision**

This Agreement does not entail in itself any financial or legal obligation and/or other obligations for the Parties in implementing the clauses of this Agreement.

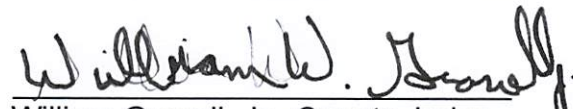
10. **Miscellaneous**

- (a) **Assignment** Neither party may assign this Agreement or any part thereof or any rights or obligations hereunder, without the advance written consent of the other party.
- (b) **Amendments** This Agreement may be amended and modified in writing at any time by mutual agreement of the Parties.
- (c) **Dispute Resolution** In case of any dispute arising between the Parties in connection with this Agreement, the Parties shall negotiate with each other amicably and in good faith to resolve it.
- (d) **No Third Party Benefit** This Agreement is for the sole benefit of the Parties and their successors and shall not be construed as conferring any rights on any other third party.
- (e) **Counterparts** This Agreement may be executed in separate counterparts, each of which is deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement, in duplicate in the English language, each being equally authentic, to be effective as of the date of the last Party's execution below (Effective Date).

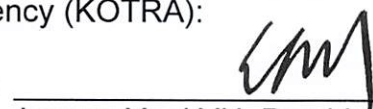
For Williamson County, Texas (County):

By:


William Gravell, Jr., County Judge

For Korea Trade-Investment Promotion
Agency (KOTRA):

By:


Jeoung Yeol YU, President & CEO

Date: April 27th, 2023

Date: April 27th, 2023



Appendix A
Representatives

The Representative of KOTRA:

Title: KOTRA Dallas Director General, Jonghyun Kim

Address: 5360 Legacy Drive Suite 140, Plano, Texas 75024_

Tel.: +1-930-243-9300

e-mail: account@kotradallas.com

The Representative of County:

Title: Williamson County Judge Bill Gravell, Jr.

Address: 710 Main Street, Suite 101, Georgetown, Texas 78626

Tel.: +1-512-943-1550

e-mail: bgravell@wilco.org