

STOCK PURCHASE AGREEMENT

by and among

**IGE U.S. LLC,
ITEMMANIA CO., LTD.,**

JUNG HUN LEE,

JUNG HUI BAG,

JUNG NAM LEE

and

SOO KWON LEE

March 3, 2006

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the “Agreement”) is made as of March 3, 2006 by and among IGE U.S. LLC, a Delaware limited liability company (“Buyer”), Itemmania Co., Ltd., a corporation organized under the laws of Korea (the “Company”), and the holders, as listed in Schedule A attached hereto (each, a “Seller” and, collectively, “Sellers”), of all of the outstanding shares (collectively, the “Shares”) of capital stock of the Company.

PRELIMINARY STATEMENT

WHEREAS, Sellers own all of the outstanding Shares of the Company; and

WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, all of the outstanding Shares of the Company upon the terms and subject to the conditions set forth herein.

AGREEMENT

Now, therefore, in consideration of these premises and the mutual and dependent promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I CONSTRUCTION AND DEFINITIONS

1.1 CONSTRUCTION

Any reference in this Agreement to an “Article,” “Section” or “Schedule” refers to the corresponding Article, Section or Schedule of or to this Agreement, unless the context indicates otherwise. The headings of Articles and Sections are provided for convenience only and should not affect the construction or interpretation of this Agreement. All words used in this Agreement should be construed to be of such gender or number as the circumstances require. The terms “include” and “including” indicate examples of a foregoing general statement and not a limitation on that general statement. Any reference to a statute refers to the statute, any amendments or successor legislation, and all regulations promulgated under or implementing the statute, as in effect at the relevant time. Any reference to a Contract or other document as of a given date means the Contract or other document as amended, supplemented and modified from time to time through such date.

1.2 DEFINITIONS

For the purposes of this Agreement, the following terms and variations on them have the meanings specified in this Section:

“Accountants” is defined in Section 2.3(b).

“Accounts Receivable” means (a) all trade accounts receivable and other rights to payment from customers of the Company and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped, products sold or services rendered to customers of the Company, (b) all other accounts or notes receivable of the Company and the full benefit of all security for such accounts or notes, and (c) any claim, remedy or other right related to any of the foregoing.

“Acquisition Proposal” is defined in Section 5.7.

“Adjustment Amount” is defined in Section 2.3(c).

“Adverse Consequence” means any Liability, loss, damage (including incidental and consequential damages), claim, cost, deficiency, diminution of value, or expense (including costs of investigation and defense, penalties and reasonable legal fees and costs), whether or not involving a third-party claim.

“Agreement” is defined in the first paragraph of this Agreement.

“Ancillary Agreements” means collectively the Confidentiality Agreement, Itemmania Letter of Confirmation, IGE Letter of Confirmation, Employment Agreement, Non-Competition Agreements, Pledge Agreement, Escrow Agreement and IGE Share Subscription Agreement.

“Balance Sheet” is defined in Section 3.5.

“Base EBITDA” is defined in Section 2.4(c)(vi).

“Base Revenue” is defined in Section 2.4(c)(iv).

“Base Transaction Volume” is defined in Section 2.4(c)(ii).

“Best Efforts” means the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as possible.

“Buyer” is defined in the first paragraph of this Agreement.

“Buyer’s Disclosure Schedule” means the disclosure schedule delivered pursuant to Article 4 by Buyer to Sellers concurrently with the execution and delivery of this Agreement, together with any updates to it permitted by this Agreement.

“Buyer Indemnitees” is defined in Section 10.2.

“Buyer Shares” is defined in Section 2.2(a).

“Closing” means the consummation and completion of the purchase and sale of all the Shares.

“Closing Balance Sheet” is defined in Section 2.3(a).

“Closing Date” means the date on which the Closing actually takes place.

“Company” is defined in the Preliminary Statement.

“Company Contract” means any Contract (a) under which the Company has or may acquire rights, (b) under which the Company is or may become subject to Liability or (c) by which the Company or any of its assets is or may become bound.

“Confidentiality Agreement” is defined in Section 11.4.

“Consent” means any approval, consent, ratification, waiver or other authorization.

“Contemplated Transactions” means all of the transactions to be carried out in accordance with this Agreement, including the purchase and sale of all the Shares, the performance by the parties of their other obligations under this Agreement and the execution, delivery and performance of the Ancillary Agreements.

“Contract” means any contract, agreement, commitment, understanding, lease, license, franchise, warranty, guaranty, mortgage, note, bond or other instrument or consensual obligation (whether written or oral and whether express or implied) that is legally binding.

“Contravene” refers to an act or omission would “Contravene” something if, as the context requires:

(a) the act or omission would conflict with it, violate it, result in a breach or violation of or failure to comply with it, or constitute a default under it;

(b) the act or omission would give any Governmental Body or other Person the right to challenge, revoke, withdraw, suspend, cancel, terminate or modify it, to exercise any remedy or obtain any relief under it, or to declare a default or accelerate the maturity of any obligation under it; or

(c) the act or omission would result in the creation of an Encumbrance on the stock or assets of the Company.

“Earnout” is defined in Section 2.4(a).

“Earnout Period” is defined in Section 2.4(b).

“Earnout Statement” is defined in Section 2.4(d).

“EBITDA” is defined in Section 2.4(c)(v).

“Employment Agreement” is defined in Section 2.7(a)(i).

“Encumbrance” means any charge, claim, mortgage, servitude, easement, right of way, community or other marital property interest, covenant, equitable interest, license, lease or other possessory interest, lien, option, pledge, security interest, preference, priority, right of first refusal or similar restriction.

“Escrow Agreement” is defined in Section 2.5.

“Escrow Amount” is defined in Section 2.5.

“Facility” means any Real Property or any equipment (including motor vehicles) owned or operated by the Company, including the Real Property and equipment used or operated by the Company at the respective locations of the Real Property listed in Section 3.12(a) of Sellers’ Disclosure Schedule.

“Final Closing Consideration” is defined in Section 2.2(b).

“GAAP” means generally accepted accounting principles for financial reporting in Korea.

“Governing Document” means any charter, articles, bylaws, certificate, statement, statutes or similar document adopted, filed or registered in connection with the creation, formation or organization of an entity, and any Contract among all equityholders, partners or members of an entity.

“Governmental Authorization” means any Consent, license, permit or registration issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

“Governmental Body” means any (a) nation, region, state, county, city, town, village, district or other jurisdiction, (b) federal, state, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal), (d) multinational organization, (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, or (f) official of any of the foregoing.

“IGE Letter of Confirmation” is defined in Section 2.7(b)(iii).

“IGE Share Subscription Agreement” is defined in Section 5.9.

“Improvements” means all buildings, structures, fixtures and other improvements located on the Real Property.

“Indemnified Person” is defined in Section 10.5(a).

“Indemnifying Person” is defined in Section 10.5(a).

“Intellectual Property” means all intellectual property owned, used or licensed (as licensor or licensee) by the Company, including (a) the Company’s name, assumed business names and corporate names, (b) patents, patent disclosures, trademarks, service marks, trade dress, trade names, logos, copyrights and mask works, and all registrations, applications and goodwill associated with the foregoing, (c) computer software (including source and object codes), databases, data models or structures, algorithms, system architectures and related documentation, data and manuals, (d) trade secrets, know-how and confidential business information (including information concerning products, product specifications, data, formulae, compositions, designs, sketches, photographs, graphs, drawings, samples, inventions, discoveries, ideas, past, current, and planned research and development, current and planned methods and processes, client and customer lists and files, current and anticipated client and customer requirements, vendor and supplier lists and files, price lists, market studies, business plans, business opportunities and financial data), (e) rights in Internet web sites and domain names used by the Company and (f) rights in electronic mail addresses and in telephone, facsimile, cable or similar numbers used by the Company.

“Inventories” means all inventories of the Company, wherever located, including all finished goods, work in process, raw materials, spare parts, intangible items held for sale and all other materials and supplies to be sold, used or consumed by the Company.

“Itemmania Letter of Confirmation” is defined in Section 2.7(b)(ii).

“Knowledge” means, with respect to Sellers, the actual and constructive knowledge after reasonable investigation of any Seller or of any of the Company’s directors, officers or management level employees (*bujang* or higher).

“Korea” means the Republic of Korea.

“Law” means any constitution, law, statute, treaty, rule, regulation, ordinance, code, binding case law, principle of common law or notice of any Governmental Body.

“Liabilities” includes liabilities or obligations of any nature, whether known or unknown, whether absolute, accrued, contingent, choate, inchoate or otherwise, whether due or to become due, and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP.

“Net Asset Amount” means the gross assets, less liabilities, of the Company, all calculated in accordance with GAAP (except for the absence of footnotes and year-end audit adjustments) and computed in a manner consistent with Schedule B.

“Non-Competition Agreements” is defined in Section 2.7(a)(iii).

“Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator, and any Contract with any Governmental Body relating to compliance with Law.

“Ordinary Course of Business” refers to actions taken in the Company’s normal operation, consistent with its past practice and having no material adverse effect on the financial or other condition, results of operations, assets, Liabilities, equity, business or prospects of the Company.

“Other Benefit Obligation” means any obligation, arrangement, plan or customary practice owed, adopted or followed by the Company, whether or not legally enforceable, to provide benefits, other than salary, as compensation for services rendered, to present or former directors, officers, employees or agents.

“Person” refers to an individual or an entity, including a corporation, share company, limited liability company, partnership, trust, association, Governmental Body or any other body with legal personality separate from its equityholders or members.

“Pledge Agreement” is defined in Section 2.7(b)(iv).

“Pre-Closing Period” means the taxable period (including all prior taxable years or periods) ending on and including the Closing Date.

“Proceeding” means any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

“Purchase Price” is defined in Section 2.2(a).

“Real Property” means all real property interests of the Company, including all parcels and tracts of land in which the Company has a fee simple estate or a leasehold estate and all real property operated by the Company, and all Improvements, easements and appurtenances thereto.

“Related Person” means, with respect to a particular Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person and, with respect to an individual, any other individual that is a member of the individual’s immediate family (by blood, marriage or adoption), a member of the individual’s household, an entity in which the individual participates in management or an employee or employer of the individual. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or otherwise.

“Representative” means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, legal counsel, accountant or other representative of that Person.

“Revenue” is defined in Section 2.4(c)(iii).

“Seller(s)” is defined in the first paragraph of this Agreement.

“Sellers’ Disclosure Schedule” means the disclosure schedule delivered pursuant to Article 3 by Sellers to Buyer concurrently with the execution and delivery of this Agreement, together with any updates to it permitted by this Agreement.

“Sellers’ Representative” is defined in Section 2.3(a).

“Shares” is defined in the Preliminary Statement.

“Successor Entity” is defined in Section 2.2(a).

“Tax” or “Taxes” means all national, local, foreign and other taxes, charges, fees, duties (including customs duties), levies or assessments, including income, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, interest equalization, windfall profits, severance, license, payroll, environmental, capital stock, disability, employee’s income withholding, other withholding, unemployment and social security taxes, that are imposed by any Governmental Body, and including any interest, penalties or additions to tax attributable thereto.

“Tax Gross Up” is defined in Section 2.4(a).

“Tax Liability” is defined in Section 2.4(a).

“Tax Return” means any report, return or other information required to be supplied to a Governmental Body in connection with any Taxes.

“Transaction Volume” is defined in Section 2.4(c)(i).

ARTICLE II
SALE AND PURCHASE OF SHARES; CLOSING

2.1 SHARES

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Sellers will sell and transfer all the Shares to Buyer, and Buyer will purchase and acquire all the Shares from Sellers.

2.2 PURCHASE PRICE

(a) Subject to the terms and conditions set forth herein, the aggregate purchase price (the "Purchase Price") for all the Shares shall be equal to:

- (i) the Final Closing Consideration, plus
- (ii) Class B Units of Buyer (or in the event that Buyer has re-incorporated into or transferred its business to a newly formed entity (a "Successor Entity"), such as a U.S. C-corporation or a Bermuda exempted limited company, common equity securities of any such Successor Entity) having a value equal to US\$2 million (the "Buyer Shares"), based on the equity securities outstanding at the time of issuance of such Buyer Shares at an implied value of Buyer or the Successor Entity, as the case may be, of US\$280 million, plus
- (iii) the Earnout, if any, in accordance with the provisions of Section 2.4 below.

(b) The final consideration to be paid on the Closing Date (the "Final Closing Consideration") shall be equal to cash in the amount of Five Million United States Dollars (US\$5,000,000) plus the Itemmania Letter of Confirmation, increased or reduced by the Adjustment Amount, as appropriate, in accordance with the provisions of Section 2.3 below.

2.3 ADJUSTMENT PROCEDURE

(a) Buyer will cause the Company to prepare and will cause Buyer's certified public accountants to review a balance sheet (the "Closing Balance Sheet") of the Company as of the Closing Date, including a computation of the Company's Net Asset Amount. Buyer will prepare the Closing Balance Sheet and such Net Asset Amount in accordance with GAAP (except for the absence of footnotes and year-end adjustments). Buyer will deliver the Closing Balance Sheet and the Net Asset Amount to Jung Hun Lee (the "Sellers' Representative") within 60 days after the Closing Date. If within 30 days following delivery of the Closing Balance Sheet and the Net Asset Amount, the Sellers' Representative does not deliver to Buyer written notice of any objection to the Closing Balance Sheet and the Net Asset Amount (which notice must contain a reasonably detailed statement of the basis of all objections of Sellers), then the Closing Balance Sheet and the Net Asset Amount will be conclusive and binding on Buyer and each Seller and will be used in calculating the Adjustment Amount.

(b) Buyer and the Sellers' Representative will act in good faith to resolve themselves any objections to the Closing Balance Sheet or the Net Asset Amount. If they are unable to do so within 30 days after Buyer's receipt of notice of objection from the Sellers'

Representative, then the issues in dispute will be submitted to a mutually acceptable, nationally-recognized firm of certified public accountants (the “Accountants”), for resolution. Each party will furnish to the Accountants such work papers and other documents and information relating to the disputed issues as the Accountants may request and are available to that party (or its independent public accountants), and will be afforded the opportunity to present to the Accountants any material relating to the disputed issues and to discuss the issues with the Accountants. The resolution of the issues in dispute by the Accountants, as set forth in a notice delivered to Buyer and the Sellers’ Representative by the Accountants, will be conclusive and binding on Buyer and each Seller. Buyer and Sellers will each bear 50% of the Accountants’ fees and expenses for such resolution. Buyer will revise the Closing Balance Sheet and the Net Asset Amount to reflect the resolution of the issues in dispute, and the revised Closing Balance Sheet and the Net Asset Amount will be used in calculating the Adjustment Amount.

(c) The “Adjustment Amount” (which may be a positive or negative number) will be equal to (i) the Net Asset Amount of the Company as of the Closing Date determined in accordance with Section 2.3 (a) or (b) (as applicable) converted into United States Dollars at the spot exchange rate between Korean Won and United States Dollars on the business day immediately preceding the Closing Date as announced by Seoul Money Brokerage Services, Ltd. at 9:30 a.m., Seoul time on such date, minus (ii) Four Million United States Dollars (US\$4,000,000).

(d) On the tenth business day following (i) the expiration of the objection period in Section 2.3(a), if the Sellers’ Representative makes no objection, (ii) the resolution of all objections by Buyer and the Sellers’ Representative pursuant to Section 2.3(b) or (iii) the date of the Accountants’ notice pursuant to Section 2.3(b) (as the case may be), if the Adjustment Amount is positive, Buyer will pay that amount in the aggregate to Sellers by wire transfer to an account designated by the Sellers’ Representative, and if the Adjustment Amount is negative, Sellers will pay the absolute value of that amount to Buyer by wire transfer to an account designated by Buyer. Any Adjustment Amount, if any, payable to Sellers shall be paid to each Seller pro rata, based on the number of Shares held by such Seller immediately prior to the Closing and the total number of Shares of the Company outstanding immediately prior to the Closing. All payments will be made together with interest at 5% per annum, compounded daily beginning on the Closing Date and ending on the date of payment.

2.4 EARNOUT PROVISION

(a) As additional consideration for the Shares, Sellers shall have the right to receive aggregate additional cash (the “Earnout”) equal to Sellers’ Tax Liability, payable, if applicable, in accordance with the terms of this Section 2.4. For purposes of this Section, Tax Liability shall mean (i) the capital gains taxes paid by Sellers in connection with their sale of the Shares under this Agreement and (ii) the corporate income tax to be actually paid by the Company for the 2005 fiscal year, provided, that if Sellers are required by any law or regulation to make any deduction or withholding (on account of Tax) from the Earnout, Buyer shall, together with such Earnout, pay such additional amount (the “Tax Gross Up”) as will ensure that Sellers receive (free and clear of any Tax) the full amount which they would have received if no such deduction or withholding had been required. Upon Buyer's request, Sellers shall promptly provide Buyer with copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxing authority. Notwithstanding anything to the contrary above, in no event, however, shall the Earnout, if any,

and the Tax Gross Up, if any, exceed in the aggregate Three Million Five Hundred Thousand United States Dollars (US\$3,500,000).

(b) If each of (i) Transaction Volume, (ii) Revenue and (iii) EBITDA (each as defined below) of the Company for the first 365 days after the Closing Date (the “Earnout Period”) increases by at least fifty percent (50%) from the Base Transaction Volume, Base Revenue, and Base EBITDA, respectively (each as defined below), then Buyer shall pay to Sellers an aggregate amount in cash equal to the Earnout.

(c) For purposes of this Agreement,

(i) “Transaction Volume” shall mean the aggregate gross sales or service fee transactions of the Company from Internet auctions and reverse auctions of virtual goods and currency used in massive multi-player online games, which shall be adjusted to exclude gross sales and service fee transactions attributable to acquisitions by the Company following the date of this Agreement.

(ii) “Base Transaction Volume” shall mean Transaction Volume for the 12 month period ending on the Closing Date.

(iii) “Revenue” shall mean the Company’s revenue, net of sales allowances and calculated in accordance with GAAP (except for the absence of footnotes and year-end adjustments), generated, without limitation, from Internet auctions and reverse auctions of virtual goods and currency used in massive multi-player online games, and Internet banner advertisements, all of which shall be adjusted to exclude revenue attributable to acquisitions by the Company following the date of this Agreement.

(iv) “Base Revenue” shall mean Revenue for the 12 month period ending on the Closing Date.

(v) “EBITDA” shall mean earnings before interest, Taxes, depreciation, amortization and extraordinary items for the business of the Company and shall be determined in accordance with GAAP. Without in any way limiting the foregoing, EBITDA shall be adjusted as follows:

- (1) EBITDA shall exclude the earnings or losses attributable to acquisitions by the Company following the date of this Agreement;
- (2) EBITDA shall exclude any items that would normally be considered extraordinary items in accordance with GAAP, including any gains or losses relating to sales or divestitures from components of the Company.

(vi) “Base EBITDA” shall mean EBITDA for the 12 month period ending on the Closing Date.

(d) Buyer will prepare a statement (the “Earnout Statement”) setting forth the Company’s (i) Transaction Volume, Revenue and EBITDA for the Earnout Period; and (ii) the Base Transaction Volume, Base Revenue and Base EBITDA, and shall deliver such Earnout Statement to the Sellers’ Representative within thirty (30) days following the end of the Earnout Period. Such Transaction Volume, Revenue and EBITDA shall be calculated in a manner

consistent with the manner in which the Base Transaction Volume, Base Revenue and Base EBITDA were calculated by Buyer. If, within thirty (30) days following delivery of the Earnout Statement, the Sellers' Representative does not deliver to Buyer written notice of any objection to the Earnout Statement (which notice must contain a reasonably detailed statement of the basis of all objections of Sellers), then the Earnout Statement will be conclusive and binding on Buyer and each Seller.

(e) Buyer and the Sellers' Representative will act in good faith to resolve themselves any objections to the Earnout Statement. If they are unable to do so within thirty (30) days after Buyer's receipt of the notice of objection from the Sellers' Representative, then the issues in dispute will be submitted to the Accountants for resolution. Each party will furnish to the Accountants such work papers and other documents and information relating to the disputed issues as the Accountants may request and are available to that party (or its independent public accountants), and will be afforded the opportunity to present to the Accountants any material relating to the disputed issues and to discuss the issues with the Accountants. The resolution of the issues in dispute by the Accountants, as set forth in a notice delivered to Buyer and the Sellers' Representative by the Accountants, will be conclusive and binding on Buyer and each Seller. Buyer and Sellers will each bear 50% of the Accountants' fees and expenses for such resolution. Buyer will revise the Earnout Statement to reflect the resolution of the issues in dispute.

(f) If the Earnout is due and payable to Sellers in accordance with the provisions of this Section 2.4, Buyer shall pay such Earnout to Sellers, subject to Section 11.1, on the tenth business day following (i) the expiration of the objection period in Section 2.4(d), if the Sellers' Representative makes no objection, (ii) the resolution of all objections by Buyer and the Sellers' Representative pursuant to Section 2.4(e) or (iii) the date of the Accountants' notice pursuant to Section 2.4(e) (as the case may be). Any Earnout, if any, payable to Sellers shall be paid to each Seller, subject to Section 11.1, pro rata, based on the number of Shares held by such Seller immediately prior to the Closing and the total number of Shares of the Company outstanding immediately prior to the Closing.

(g) Upon Buyer's request, each Seller shall deliver to Buyer documents evidencing the payment by such Seller of capital gains taxes mentioned in Section 2.4(a) above, which documents shall be in form and substance satisfactory to Buyer.

2.5 ESCROW AMOUNT

Upon repayment under the Itemmania Letter of Confirmation by Buyer in accordance with the terms thereof, Buyer and Sellers shall deposit an aggregate amount equal to Three Million United States Dollars (\$3,000,000) (the "Escrow Amount") in an escrow account for disbursement in accordance with an escrow agreement in the form of Exhibit 2.5 (the "Escrow Agreement").

2.6 CLOSING

The Closing will take place at the offices of Bae Kim & Lee, Hankook Tire Bldg., 647-15, Yoksam-dong, Kangnam-gu, Seoul, 135-723, Korea, at 10:00 a.m. (local time) on March 3, 2006, unless Buyer and Sellers agree otherwise. Subject to Article 9, failure to consummate the purchase and sale provided for in this Agreement at the place and on the date determined by the

previous sentence will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement.

2.7 CLOSING DELIVERIES

At the Closing:

(a) Sellers will deliver to Buyer:

(i) an employment agreement executed by the Company and Jung Hun Lee (the “Employment Agreement”);

(ii) evidence of each of the Governmental Authorizations and Consents identified in Section 3.3(b) of Sellers’ Disclosure Schedule;

(iii) a non-competition agreement executed by Buyer and each Seller (collectively, the “Non-Competition Agreements”);

(iv) a copy of the shareholders registry of the Company showing Buyer as the owner of all the Shares;

(v) a certificate executed by Sellers as to the accuracy of Sellers’ representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 7.1 and as to their compliance with and performance of their respective covenants and obligations to be performed or complied with on or before the Closing Date in accordance with Sections 7.2(a) and 7.2(b)(ii);

(vi) certificates representing all of the Shares; and

(vii) any other document or information reasonably requested by Buyer in connection with the consummation of the Contemplated Transactions.

(b) Buyer will deliver:

(i) An aggregate amount equal to Five Million United States Dollars (US\$5,000,000) by wire transfer to Sellers, payable in accordance with Section 11.1 to each Seller pro rata based upon the number of Shares held by such Seller immediately prior to the Closing and the total number of Shares of the Company outstanding immediately prior to the Closing;

(ii) a letter of confirmation (the “Itemmania Letter of Confirmation”) made by Buyer in favor of Jung Hun Lee, as the Sellers’ Representative, in the principal amount of US\$10,000,000;

(iii) a letter of confirmation (the “IGE Letter of Confirmation”) made by Buyer in favor of Jung Hun Lee, as the Sellers’ Representative, in the principal amount of US\$2,000,000;

(iv) a Pledge Agreement executed by Buyer and the Sellers’ Representative (the “Pledge Agreement”);

(v) evidence of each of the Governmental Authorizations and Consents identified in Section 4.2(b) of Buyer's Disclosure Schedule to the Sellers' Representative; and

(vi) a certificate executed by Buyer to Sellers' Representative as to the accuracy of Buyer's representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 8.1 and as to its compliance with and performance of its covenants and obligations to be performed or complied with on or before the Closing Date in accordance with Section 8.2(a).

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in Sellers' Disclosure Schedule, the Company and each of Sellers represent and warrant to Buyer (severally as to representations and warranties relating to themselves and jointly and severally as to representations and warranties relating to the Company), which representations and warranties are the sole representations and warranties provided by Sellers to the exclusion of any and all other representations and warranties whatsoever, implied or express (whether statutory or otherwise) that, as of the date hereof and as of the Closing Date:

3.1 ORGANIZATION AND GOOD STANDING

(a) The Company is a corporation duly organized and validly existing under the laws of Korea, with full corporate power and authority to conduct its business as presently conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under all Company Contracts. The Company is duly qualified to do business as a foreign entity and is in good standing in each jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification.

(b) Sellers have delivered to Buyer copies of the Governing Documents of the Company, as currently in effect. Section 3.1(b) of Sellers' Disclosure Schedule contains an accurate and complete listing of the Company's jurisdiction of formation and other jurisdictions in which it is authorized to do business.

3.2 SUBSIDIARIES AND INVESTMENTS

The Company does not own, directly or indirectly, any equity or other ownership interest in any corporation, partnership, joint venture or other entity or enterprise or any other securities or investments of any type. The Company does not directly or indirectly own any subsidiaries.

3.3 ENFORCEABILITY; NO CONFLICT

(a) Each Seller has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and the Ancillary Agreements to which Seller is a party and to perform such Seller's obligations under this Agreement and such Ancillary Agreements. Assuming due authorization, execution and delivery of this Agreement by Buyer, this Agreement constitutes the legal, valid and binding obligation of each Seller, enforceable against such Seller in accordance with its terms. Assuming due authorization, execution and

delivery by the other parties thereto, each Ancillary Agreement to which each Seller becomes a party will, upon execution and delivery, constitute that Seller's legal, valid and binding obligation, enforceable against him in accordance with its terms.

(b) Except as set forth in Section 3.3(b) of Sellers' Disclosure Schedule, Sellers and the Company are not and will not be required to give any notice to any Person or obtain any Consent or Governmental Authorization in connection with the execution and delivery of this Agreement and the Ancillary Agreements or the consummation or performance of any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement and the Ancillary Agreements nor the consummation or performance of any of the Contemplated Transactions will directly or indirectly (with or without notice or lapse of time) (i) Contravene any provision of the Governing Documents of the Company, or any resolution adopted by the stockholders or board of directors of the Company, (ii) Contravene any Company Contract, Governmental Authorization, Law or Order to which the Company or any Seller, or any of the assets owned or used by the Company, may be subject, or (iii) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets owned or used by the Company.

3.4 CAPITALIZATION

The authorized equity securities of the Company consist of 20,000 shares of common stock, par value 10,000 Korean Won per share, of which 5,000 shares are issued and outstanding. There are no Contracts relating to the issuance, sale or transfer of any equity securities or other securities of the Company. None of the outstanding equity securities of the Company was issued in violation of Law. Each of Sellers has good and marketable title to, and owns, the Shares, beneficially and of record which are set forth next to his name on Schedule 3.4 of Sellers' Disclosure Schedule. All the Shares have been duly authorized, are fully paid and non-assessable and, except for the any right of Buyer under this Agreement, are free and clear of all Encumbrances, demands, preemptive rights and adverse claims of any nature. Other than this Agreement, there is no agreement between any of Sellers and any Person with respect to the disposition of the Shares. No legend or other reference to any purported Encumbrance appears upon any certificate representing any of the Shares. Upon consummation of the Closing, each Seller will have transferred to Buyer good title to all Shares owned by such Seller, free and clear of all Encumbrances, other than those that may be imposed by or on behalf of Buyer.

3.5 FINANCIAL INFORMATION

Sellers have delivered to Buyer (a) unaudited balance sheets of the Company as of December 31, 2003 and December 31, 2004, and the related unaudited statements of income for the fiscal years then ended and (b) an unaudited balance sheet of the Company as of December 31, 2005 (the "Balance Sheet"), and the related unaudited statement of income for the fiscal year then ended. Except as set forth in Section 3.5 of Sellers' Disclosure Schedule, such financial statements fairly present the financial condition and the results of operations of the Company as of the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP other than the absence of notes. The financial statements referred to in this Section reflect the consistent application of accounting principles throughout the periods involved. No financial statements of any Person other than the Company are required by GAAP to be included in the financial statements of the Company.

Sellers have also delivered to Buyer the Transaction Volume of the Company for each of the calendar years ended December 31, 2002, 2003, 2004 and 2005. Such financial information fairly present the Transaction Volume of the Company for the periods referred to in such financial information.

3.6 BOOKS AND RECORDS

Except as set forth in Section 3.6 of Sellers' Disclosure Schedule, the books of account, minute books, equity record books and other records of the Company, all of which have been made available to Buyer, are accurate and complete in all material respects and have been maintained in accordance with sound business practices and the requirements of applicable Law. Each transaction of the Company is properly and accurately recorded on the books and records of the Company, and each document (including any Contract, invoice or receipt) on which entries in the Company's books and records are based is accurate and complete in all material respects. The minute books of the Company contain accurate and complete records of all meetings held of, and corporate action taken by, the Company's stockholders, directors and directors' committees, and except as set forth in Section 3.6 of Sellers' Disclosure Schedule, no such meeting has been held for which minutes have not been prepared and are not contained in such minute books. At the time of the Closing, all of those books and records will be in the possession of the Company.

3.7 ACCOUNTS RECEIVABLE

All Accounts Receivable that are reflected on the Balance Sheet or the accounting records of the Company as of the Closing Date represent or will represent valid obligations arising from sales actually made or services actually performed in the Ordinary Course of Business. All Accounts Receivable reflected on the Closing Balance Sheet will as of the Closing Date be current and collectible net of the respective reserves shown on the Closing Balance Sheet. There is no contest, claim, defense or right of setoff, other than returns in the Ordinary Course of Business, under any Contract with any obligor of an Account Receivable relating to the amount or validity of such Account Receivable. Sellers have delivered to Buyer an accurate and complete list of all Accounts Receivable as of the date of the Balance Sheet, which list sets forth the aging of each such Account Receivable.

3.8 INVENTORIES

All items included in the Inventories are of a quality and quantity usable and, with respect to finished goods, salable in the Ordinary Course of Business. All of the Inventories now on hand that were purchased after the date of the Balance Sheet were purchased in the Ordinary Course of Business.

3.9 NO UNDISCLOSED LIABILITIES

The Company has no Liabilities and there are no existing conditions, situations or set of facts that could reasonably be expected to result in such Liabilities, except for Liabilities set forth on Section 3.9 of Sellers' Disclosure Schedule.

3.10 NO MATERIAL ADVERSE CHANGE

To Sellers' Knowledge, since January 1, 2005, there has been no material adverse change in the financial or other condition, results of operations, assets (considered in the aggregate),

Liabilities, equity, business of the Company and no event has occurred or condition has arisen that (a) may result in such a change, (b) has materially impeded or may materially impede the ongoing operations of the Company or (c) has significantly adversely affected or may significantly adversely affect a material asset of the Company.

3.11 ABSENCE OF CERTAIN CHANGES AND EVENTS

Except as set forth in Section 3.11 of Sellers' Disclosure Schedule, since January 1, 2005, the Company has conducted its business only in the Ordinary Course of Business and there has not been any:

(a) change in the Company's authorized or issued shares; grant of any equity option or right to purchase shares of the Company; issuance of any security convertible into such equity; grant of any registration rights; purchase, redemption, retirement or other acquisition by the Company of any shares; or declaration or payment of any dividend or other distribution or payment with respect to any shares;

(b) amendment to the Governing Documents of the Company;

(c) payment or increase (except in the Ordinary Course of Business) by the Company of any bonuses, salaries or other compensation to director, officer or employee, or entry into any employment, severance or similar Contract with any director, officer or employee;

(d) adoption of, amendment to or increase in the payments to or benefits under, any Other Benefit Obligation of the Company;

(e) damage to or destruction or loss of any asset or property of the Company, whether or not covered by insurance, with an aggregate value to the Company of US\$50,000;

(f) entry into, modification, cancellation or termination of or receipt of notice of termination of (i) any license, distributorship, dealer, sales representative, joint venture, credit, guaranty or similar Company Contract, or (ii) any Contract or transaction involving a total remaining commitment by or to the Company of at least US\$50,000;

(g) sale, lease or other disposition of any asset or property of the Company, including Intellectual Property (other than in the Ordinary Course of Business), or the creation of any Encumbrance on any material asset of the Company;

(h) cancellation or waiver of any claims or rights with a value to the Company in excess of US\$50,000;

(i) material acceleration or delay in the payment of accounts payable or in the collection of Accounts Receivable;

(j) issuance of any note, bond or other debt security or creation, incurrence, assumption or guaranty of any indebtedness for borrowed money or any capitalized lease obligation by the Company in excess of US\$50,000;

(k) entry into any collective bargaining agreement;

(l) material change in the accounting methods used by the Company; or

- (m) Contract by the Company to do any of the foregoing.

3.12 PROPERTIES; ENCUMBRANCES

(a) Section 3.12(a) of Sellers' Disclosure Schedule contains (i) a correct legal description and street address of all Real Property in which the Company has a fee simple estate, (ii) an accurate description (by subject leased Real Property, name of lessor, date of lease, address, key money deposit, rent and term expiration date) of all leases of Real Property in which the Company has a leasehold estate and (iii) a description of any other Real Property interest.

(b) The Company owns good and marketable title to its respective estates in the Real Property, free and clear of any Encumbrances, other than liens for Taxes for the current Tax year that are not yet due and payable. The Company owns good and transferable title to all of its other assets free and clear of any Encumbrances.

(c) Sellers have delivered to Buyer for its review true and complete copies of (i) all deeds and other instruments (as recorded) by which the Company acquired its estates in the Real Property, and (ii) all Contracts and other documents evidencing, creating or constituting any Encumbrances upon the Real Property.

(d) Use of the Real Property for the various purposes for which it is presently being used is permitted as of right under applicable zoning Laws and is not subject to "permitted non-conforming" use or structure classifications. All Improvements are in compliance with applicable Laws, including those pertaining to zoning, building and the disabled. No part of any Improvement encroaches on any real property not included in the Real Property, and there are no buildings, structures, fixtures or other improvements primarily situated on adjoining property which encroach on any part of the Real Property. The Real Property on which each Improvement is located (i) abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting such parcel of Real Property and comprising a part of the Real Property, (ii) is supplied with public or quasi-public utilities and other services appropriate for the operation of the Improvement and (iii) is not located within any flood plain or area subject to wetlands regulation or any similar restriction. There is no existing or proposed plan to modify or realign any street or highway or any existing or proposed eminent domain Proceeding that would result in the taking of all or any part of any Real Property or that would prevent or hinder the continued use of any Real Property as heretofore used in the conduct of the business of the Company. No Person other than the Company is in possession of any portion of the Real Property.

3.13 CONDITION AND SUFFICIENCY OF TANGIBLE ASSETS

To Sellers' Knowledge, the Improvements are structurally sound, are in good operating condition and repair, ordinary wear and tear excepted, are free from latent and patent defects, and are adequate for the uses to which they are being put. To Sellers' Knowledge, each item of tangible personal property of the Company is in good operating condition and repair, ordinary wear and tear excepted, is free from latent and patent defects and is suitable for immediate use in the Ordinary Course of Business. The Real Property and tangible personal property of the Company constitute all such assets necessary for the continued operation of the Company after the Closing in substantially the same manner as before the Closing.

3.14 INTELLECTUAL PROPERTY

(a) Except as set forth in Section 3.14(a) of Sellers' Disclosure Schedule, the Company owns or has the right to use pursuant to a valid Contract all material items of Intellectual Property necessary for the operation of the Company as presently conducted and as presently proposed to be conducted. Each material item of Intellectual Property owned or used by the Company as of the date of this Agreement will be owned or available for use by the Company on substantially identical terms immediately subsequent to the Closing. The Company has taken all necessary and desirable actions within its control to maintain and protect each item of Intellectual Property that it owns or uses.

(b) Except as set forth in Section 3.14(b) of Sellers' Disclosure Schedule, to Sellers' Knowledge, the Company has not interfered with, infringed upon, misappropriated or otherwise Contravened any intellectual property rights of third parties, and the Company has not received any notice or other communication (whether oral or written) regarding any actual, alleged or potential such interference, infringement, misappropriation or Contravention. To Sellers' Knowledge, no event has occurred or circumstance exists that may (with or without notice or lapse of time) constitute or result, nor will the continued operation of the Company after the Closing as presently conducted or as presently proposed to be conducted constitute or result, directly or indirectly, in any such interference, infringement, misappropriation or Contravention. To any Sellers' Knowledge, no third party has interfered with, infringed upon, misappropriated or otherwise Contravened any Intellectual Property rights of the Company.

(c) Section 3.14(c) of Sellers' Disclosure Schedule identifies each issued patent and each registered trademark, service mark and copyright owned by the Company and identifies each pending patent application or application for registration that has been made with respect to any Intellectual Property owned by the Company. Sellers have delivered to Buyer true and complete copies of all such patents, registrations and applications, each as amended to date, and has made available to Buyer true and complete copies of all other written documentation evidencing ownership and prosecution of each such item. With respect to each item of Intellectual Property required to be identified in Section 3.14(c) of Sellers' Disclosure Schedule:

(i) The Company possesses all right, title and interest in and to the item, free and clear of any Encumbrances;

(ii) The item is not subject to any outstanding Order;

(iii) No Proceeding is pending or, to any Sellers' Knowledge, threatened which challenges the legality, validity, enforceability, use or ownership of the item, and no event has occurred or circumstance exists that may give rise to such a challenge; and

(iv) The Company has not agreed to indemnify any Person for or against any interference, infringement, misappropriation or other Contravention with respect to the item.

(d) With respect to each Company Contract required to be identified in Section 3.15(a)(vi) of Sellers' Disclosure Schedule pursuant to which the Company uses Intellectual Property owned by a third party:

(i) The underlying item of Intellectual Property is not subject to any Order;

(ii) No Proceeding is pending or, to any Sellers' Knowledge, threatened which challenges the legality, validity, enforceability, use or ownership of the underlying item of Intellectual Property, and no event has occurred or circumstance exists that may give rise to such a challenge;

(iii) With respect to such Company Contracts under which the Company is a sublicensee, the representations and warranties set forth in Sections 3.3(c), 3.14(c) and 3.14(d) are, to any Sellers' Knowledge, true and correct with respect to the underlying license; and

(iv) The Company has not granted any sublicense or similar right with respect to any such Company Contracts.

3.15 CONTRACTS; NO DEFAULTS

(a) Section 3.15(a) of Sellers' Disclosure Schedule contains an accurate and complete list of:

(i) each material Company Contract that involves performance of services or delivery of goods or materials by the Company;

(ii) each Company Contract that involves performance of services for or delivery of goods or materials to the Company of an amount or value in excess of US\$50,000;

(iii) each Company Contract that was not entered into in the Ordinary Course of Business and that involves the expenditure or receipt by the Company of an amount or value in excess of US\$50,000;

(iv) each Company Contract that is a (A) mortgage, indenture, note, installment obligation or other instrument relating to the borrowing of money, (B) letter of credit, bond or other indemnity (including letters of credit, bonds or other indemnities as to which the Company is the beneficiary but excluding endorsements of instruments for collection in the Ordinary Course of Business) or (C) currency or interest rate swap, collar or hedge agreement;

(v) each Company Contract affecting the ownership of, leasing of, title to, use of, or any other interest in any real or personal property (except personal property leases and installment and conditional sales agreements having (A) a value per item or aggregate payments of less than US\$50,000 and (B) a term of less than one year);

(vi) each Company Contract with respect to Intellectual Property (including Contracts with current or former employees, consultants or contractors regarding the appropriation or the non-disclosure of any of the Intellectual Property), except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than US\$50,000 under which the Company is the licensee, and the list identifies those pursuant to which the Company uses Intellectual Property owned by a third party;

(vii) each Company Contract with any labor union or other employee representative of a group of employees;

(viii) each Company Contract involving a sharing of profits, losses, costs or Liabilities by the Company with any other Person;

(ix) each Company Contract containing covenants that in any way purport to restrict the business activity of the Company or limit the freedom of the Company to engage in any line of business or to compete with any Person;

(x) each Company Contract providing for payments to or by any Person based on or determined by reference to sales, purchases or profits, other than direct payments for goods;

(xi) each power of attorney that is currently effective and outstanding;

(xii) each Company Contract entered into other than in the Ordinary Course of Business that contains or provides for an express undertaking by the Company to be responsible for consequential damages;

(xiii) each Company Contract for capital expenditures in excess of US\$50,000; and

(xiv) each written warranty, guaranty or other similar undertaking with respect to contractual performance extended by the Company other than in the Ordinary Course of Business.

(b) Sellers have delivered to Buyer a true and complete copy (in the case of each written Company Contract) or an accurate and complete written summary (in the case of each oral Company Contract) of each of the Company Contracts listed on Section 3.15(a) of Sellers' Disclosure Schedule.

(c) Each Company Contract is in full force and effect and is valid and enforceable in accordance with its terms. Neither the Company nor any other party to a Company Contract has Contravened any of the applicable terms of a Company Contract. No event has occurred or circumstance exists that (with or without notice or lapse of time) may constitute or result directly or indirectly in Contravention of any Company Contract. To Sellers' Knowledge, the Company has not given or received notice or other communication (written or oral) regarding any actual, alleged or potential Contravention of any Company Contract.

(d) No party to a Company Contract has repudiated any provision of it. There currently are no renegotiations of, attempts to renegotiate or outstanding rights to renegotiate any Company Contracts, nor has any written demand for renegotiation been made. No Seller has Knowledge that any party to a Company Contract does not intend to renew it.

3.16 CUSTOMERS AND SUPPLIERS

There exists no actual, and no Seller has Knowledge of any threatened, termination, cancellation or material limitation of, or any material change in, the business relationship of the

Company with any customer, supplier, group of customers or group of suppliers. No customer of the Company has any right to any credit or refund for products sold or services rendered or to be rendered by the Company pursuant to any Contract, understanding or practice of the Company other than in the Ordinary Course of Business.

3.17 INSURANCE

Section 3.17 of Sellers' Disclosure Schedule contains a list and brief description of each (a) insurance policy issued to the Company as a "named insured" or otherwise providing insurance to the Company as an insured party or additional insured party, or on any other basis, that was in effect at any time within the past three years and (b) self-insurance program, retrospective premium program or captive insurance program in which the Company has participated at any time during the past three years. For each such insurance policy, Section 3.17 of Sellers' Disclosure Schedule sets forth the type of coverage provided by the policy, whether the policy is provided on a primary, excess, excess umbrella or other basis, the identity of the named insured, the policy number, the name and address of the insurance carrier, the annual premium, the policy period and the policy liability limits (including any deductible or self-insured retention and, if known, the remaining, intact, unexhausted liability limits). Section 3.17 of Sellers' Disclosure Schedule also contains a list and brief description of all circumstances, potential claims, claims, damages, injuries, occurrences, losses and lawsuits for which the Company, or any Person on its behalf, has provided notice to any insurer or otherwise sought coverage under any insurance policy or program identified in Section 3.17 of Sellers' Disclosure Schedule (including settled and outstanding claims). The Company has complied with each such insurance policy and program and has not failed to give any notice or present any claim thereunder in a due and timely manner which failure would reasonably be expected to result in a loss or forfeiture of any material right thereunder.

3.18 TAXES

(a) The Company has filed (or has had filed on its behalf) on a timely basis all Tax Returns as required by applicable Law. Each such Tax Return is accurate and complete in all respects. All Taxes shown as due and owing on all such Tax Returns have been paid. The Company has not requested an extension of time within which to file any Tax Return which has not since been filed.

(b) The Company has and will have no additional Liability for Taxes with respect to any Tax Return which was required by applicable Law to be filed on or before the Closing Date, other than those reflected as liabilities on the Balance Sheet. The amounts reflected as liabilities on the Balance Sheet for all Taxes are adequate to cover all unpaid Liabilities for all Taxes, whether or not disputed, that have accrued with respect to or are applicable to the period ended on and including the Closing Date or to any years and periods prior thereto and for which the Company may be directly or contingently liable in its own right or as a transferee of the assets of, or successor to, any Person.

(c) No national, local or foreign audits or other Proceedings exist with regard to any Taxes or Tax Returns of the Company. The Company has not received any written notice that an audit or other Proceeding is pending, or to Sellers' Knowledge, threatened with respect to any Taxes due from or with respect to the Company or any Tax Return filed by or with respect to

the Company. The Company has not granted or been requested to grant any waiver of any statutes of limitations applicable to any claim for Taxes.

(d) All Tax deficiencies that have been claimed, proposed or asserted in writing against the Company have been fully paid or finally settled, and no issue has been raised in writing in any examination which, by application of similar principles, could be expected to result in the proposal or assertion of a Tax deficiency for any other year not so examined.

(e) No written position has been taken on any Tax Return with respect to the business or operations of the Company for a taxable year for which the statute of limitations for the assessment of any Taxes with respect thereto has not expired that is contrary to any publicly announced position of a taxing authority or that is substantially similar to any position which a taxing authority has successfully challenged in the course of an examination of a Tax Return of the Company.

(f) All Taxes that the Company is required by law to withhold or collect, including sales and use Taxes and amounts required to be withheld for Taxes of employees, have been duly withheld or collected and, to the extent required, have been paid over to the proper taxing authority or are held in separate bank accounts for such purpose.

(g) There are no Encumbrances upon any properties or assets of the Company arising from any failure or alleged failure to pay any Tax (other than Encumbrances relating to Taxes not yet due and payable).

(h) The Company has not made or become obligated to make, and will not as a result of any Contemplated Transaction become obligated to make, any payments that could be nondeductible for any Tax purposes, nor will the Company be required to “gross up” or otherwise compensate any individual because of the imposition of any excise tax on such a payment to the individual.

3.19 EMPLOYEE RESTRICTIONS

No employee, director, officer, agent, consultant or contractor of the Company is a party to, or is otherwise bound by, any Contract, including any confidentiality, noncompetition or proprietary rights agreement, with any other Person that in any way adversely affects or will affect (a) the performance of his or her duties for the Company, (b) his or her ability to assign to the Company rights to any invention, improvement, discovery or information relating to the business of the Company, or (c) the ability of the Company to conduct its business. To any Sellers’ Knowledge, no director, officer, key employee or group of employees of the Company intends to terminate his or their employment with the Company within 12 months following the Closing.

3.20 LABOR RELATIONS; EMPLOYMENT LAW COMPLIANCE; EMPLOYEES

(a) The Company has complied in all material respects with all applicable Laws relating to employment practices, terms and conditions of employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits and collective bargaining. The Company is not liable for the payment of any fines, penalties or other amounts, however designated, for failure to comply with any of the foregoing Laws.

(b) The Company has not been, and is not now, a party to any collective bargaining agreement or other labor Contract. To Sellers' Knowledge, no application or petition is pending for an election of or for certification of a collective bargaining agent representing the Company's employees, and there is no other organizational activity affecting the Company or its Facilities.

(c) Since January 1, 2003, there has not been, there is not presently pending or existing, and to any Sellers' Knowledge there is not threatened, any strike, slowdown, picketing, employee grievance process or other work stoppage or labor dispute involving the Company or its Facilities. No event has occurred or circumstance exists that may provide the basis for any such work stoppage or labor dispute. There is no lockout of any employees by the Company, and the Company contemplates no such action.

(d) There is not pending or, to Sellers' Knowledge, threatened any Proceeding against or affecting the Company relating to the alleged violation of any Law pertaining to labor relations or employment matters. No grievance or arbitration Proceeding exists that might have an adverse effect upon the Company or the conduct of its business. There has been no charge of discrimination filed against or, to any Sellers' Knowledge, threatened against the Company with a Governmental Body.

(e) Section 3.20(e) of Sellers' Disclosure Schedule contains an accurate and complete list of the following information for each director, officer and employee (*bujang* level or higher) of the Company: name, job title, status (e.g., full-time, part-time, temporary or fixed-term (*gaeyakjik*)), date of hiring or engagement, date of commencement, current compensation paid or payable and any change in compensation since last six months.

(f) None of the Company's actions toward, or relationship with, the individuals employed on a part-time, temporary or fixed-term (*gaeyakjik*) basis as of the Closing Date would be viewed as creating a regular employment relationship under Korean labor Law.

(g) Except as set forth in Section 3.20(g) of Sellers' Disclosure Schedule, the Company has not made any loans or given any guarantees on loans to any employee of the Company.

3.21 COMPLIANCE WITH LEGAL REQUIREMENTS; GOVERNMENTAL AUTHORIZATIONS

(a) Except as set forth in Section 3.21(a) of Sellers' Disclosure Schedule, without limiting the scope of any other representation in this Agreement, the Company is, and at all times since January 1, 2003 has been, in full compliance with each Law in all material respects that is or was applicable to it or to the conduct of its business or the ownership or use of any of its assets. To Sellers' Knowledge, no event has occurred or circumstance exists that (with or without notice or lapse of time) may cause the Company to Contravene any Law or may give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. The Company has not received at any time since January 1, 2003 any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged or potential Contravention of any Law or any actual, alleged or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Section 3.21(b) of Sellers' Disclosure Schedule contains an accurate and complete list of each Governmental Authorization that is held by the Company or that otherwise relates to the business of, or to any of the assets owned or used by, the Company, all of which are valid and in full force and effect and will remain so following the Closing. The Company is, and at all times since January 1, 2003 has been, in full compliance with all of the terms and requirements of each such Governmental Authorization. No event has occurred or circumstance exists that may (with or without notice or lapse of time) constitute or result directly or indirectly in Contravention of any Governmental Authorization. The Company has not received at any time since January 1, 2003 any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged or potential Contravention of any Governmental Authorization. All applications required to have been filed for the renewal of such Governmental Authorizations have been duly filed on a timely basis with the appropriate Governmental Bodies, and all other filings required to have been made with respect to such Governmental Authorizations have been duly made on a timely basis with the appropriate Governmental Bodies. All such Governmental Authorizations are renewable by their terms or in the Ordinary Course of Business without the need to comply with any special qualification procedures or to pay any amounts other than routine fees or similar charges.

(c) The Governmental Authorizations listed in Section 3.21(b) of Sellers' Disclosure Schedule collectively constitute all of the Governmental Authorizations necessary to permit the Company to conduct its business lawfully in the manner in which it currently conducts such business and to permit the Company to own and use its assets in the manner in which it owns and uses such assets currently.

3.22 LEGAL PROCEEDINGS; ORDERS

(a) Section 3.22(a) of Sellers' Disclosure Schedule lists any pending Proceedings (i) by or against the Company or that otherwise relate to or may affect the business of, or any of the assets owned or used by, the Company or (ii) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions. To any Sellers' Knowledge, no other such Proceeding has been threatened, and no event has occurred or circumstance exists that may or reasonably likely to give rise to or serve as a basis for the commencement of any such Proceeding. Sellers have delivered to Buyer copies of all pleadings, correspondence and other documents relating to such Proceedings. Such Proceedings will not in the aggregate have a material adverse effect on the financial or other condition, results of operations, assets, Liabilities, equity, business or prospects of the Company.

(b) Section 3.22(b) of Sellers' Disclosure Schedule lists each Order to which the Company, or any of the assets owned or used by it, is or has been subject. To any Sellers' Knowledge, no officer, director, agent or employee of the Company is subject to any Order that prohibits such officer, director, agent or employee from engaging in or continuing any conduct, activity or practice relating to the business of the Company.

(c) Except as listed in Section 3.22(c) of Sellers' Disclosure Schedule, the Company is, and at all times since January 1, 2000 has been, in full compliance with all of the terms and requirements of each Order to which it, or any of the assets owned or used by it, is or has been subject. No event has occurred or circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation of or failure to comply with any term or

requirement of any Order to which the Company, or any of the assets owned or used by the Company, is subject. The Company has not received at any time since January 1, 2000 any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged or potential violation of, or failure to comply with, any term or requirement of any Order to which the Company, or any of the assets owned or used by the Company, is or has been subject.

3.23 RELATIONSHIPS WITH RELATED PERSONS

No Seller nor any Related Person of any Seller or of the Company has, or has had, any interest in any property (whether real, personal or mixed and whether tangible or intangible), used in or pertaining to the Company's business. No Seller, nor any Related Person of any Seller or of the Company owns or has owned, (of record or as a beneficial owner) an equity interest or any other financial or profit interest in a Person that has (a) had business dealings or a material financial interest in any transaction with the Company, or (b) engaged in competition with the Company with respect to any line of the products or services of the Company in any market presently served by the Company except for less than 1% of the outstanding capital stock of any competing business that is publicly traded on any recognized exchange or in the over-the-counter market. No Seller nor any Related Person of any Seller or of the Company is a party to any Contract with, or has any claim or right against, the Company.

3.24 NO ADVERSE FACT

No Seller has Knowledge of any fact that has specific application to the Company (other than general economic or industry conditions) and that could have a material adverse effect on the financial or other condition, results of operations, assets, Liabilities, equity, business or prospects of the Company that has not been set forth in this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers that, as of the date hereof and as of the Closing Date, except as set forth in Buyer's Disclosure Schedule:

4.1 ORGANIZATION

Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

4.2 ENFORCEABILITY; NO CONFLICT

(a) Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and its Ancillary Agreements and to perform its obligations under this Agreement and its Ancillary Agreements, which actions have been duly authorized and approved by all necessary corporate action of Buyer. Assuming the execution and delivery of this Agreement by Seller, this Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Assuming their execution and delivery by the other parties thereto, the Ancillary Agreements to which Buyer becomes a party will, upon execution and delivery, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

(b) Except as set forth in Section 4.2(b) of Buyer's Disclosure Schedule, Buyer is not and will not be required to obtain any Consent or Governmental Authorization in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

(c) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer will give any Person the right to prevent, delay or otherwise interfere with any of the Contemplated Transactions pursuant to (i) any provision of Buyer's Governing Documents, (ii) any resolution adopted by the board of directors or the stockholders of Buyer, (iii) any Law, Order or Governmental Authorization to which Buyer may be subject or (iv) any Contract to which Buyer is a party or by which Buyer may be bound.

4.3 CERTAIN PROCEEDINGS

There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions. To Buyer's knowledge, no such Proceeding has been threatened.

ARTICLE V COVENANTS OF COMPANY AND SELLERS

5.1 ACCESS AND INVESTIGATION

Between the date of this Agreement and the Closing Date and upon reasonable written advance notice from Buyer, the Company will, and Sellers will cause the Company and its Representatives to, (a) afford Buyer and its Representatives and prospective lenders and their Representatives full and free access to the Company's personnel, properties, Contracts, books and records, and other documents and data, (b) furnish such Persons with copies of all such Contracts, books and records, and other documents and data as Buyer may reasonably request, and (c) furnish such Persons with such additional financial, operating and other data and information as Buyer may reasonably request; provided, however, that Buyer shall ensure that any prospective lender and its Representatives shall be bound to confidentiality obligations substantially similar to those binding upon Buyer prior to the disclosure of any confidential information of the Company as described above to such parties.

5.2 OPERATION OF THE BUSINESS OF THE COMPANY

Between the date of this Agreement and the Closing Date, the Company will, and Sellers will cause the Company to, (a) conduct the business of the Company only in the Ordinary Course of Business, (b) use their Best Efforts to preserve intact the current business organization of the Company, keep available the services of the current officers, employees and agents of the Company, and maintain relations and goodwill with suppliers, customers, landlords, creditors, employees, agents and others having business relationships with the Company, (c) confer with Buyer concerning operational matters of a material nature and (d) otherwise report monthly in a reasonable form and manner to Buyer concerning the status of the business, operations and finances of the Company.

5.3 NEGATIVE COVENANT

Except as otherwise expressly permitted by this Agreement, between the date of this Agreement and the Closing Date, the Company will not, and Sellers will not cause or permit the Company to, without the prior written consent of Buyer, which shall not be unreasonably withheld, (a) take any affirmative action, or fail to take any reasonable action within their or its control, as a result of which any of the changes or events in Section 3.11 would be likely to occur, (b) make any modifications to any other material Company Contract or Governmental Authorization, or (c) enter into any compromise or settlement of any pending or threatened Proceeding to which the Company is a party or for which the Company has any Liability.

5.4 REQUIRED APPROVALS

As promptly as practicable after the date of this Agreement, the Company will, and Sellers will cause the Company to, make all filings that they are required by Law to make to consummate the Contemplated Transactions, including any filings identified in Sellers' Disclosure Schedule as an exception to Section 3.3(b). Between the date of this Agreement and the Closing Date, the Company will, and Sellers will cause the Company to, (a) cooperate with Buyer with respect to all filings that Buyer elects to make or that Buyer is required by Law to make in connection with the Contemplated Transactions, and (b) cooperate with Buyer in obtaining any Governmental Authorizations and Consents identified in Buyer's Disclosure Schedule as an exception to Section 4.2(b).

5.5 NOTIFICATION

Between the date of this Agreement and the Closing Date, Company and Sellers will promptly notify Buyer in writing if the Company or any Seller becomes aware of (a) any fact or condition that causes or constitutes a breach of any of Sellers' representations and warranties as of the date of this Agreement, or (b) the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence or discovery of such fact or condition. Should any such fact or condition require any change in Sellers' Disclosure Schedule, Company and Sellers will promptly deliver to Buyer a supplement to Sellers' Disclosure Schedule specifying such change. Such delivery will not affect any rights of Buyer under Section 9.2 and Article 10. During the same period, Company and Sellers will promptly notify Buyer of the occurrence of any breach of any covenant of Sellers in this Article or of the occurrence of any event that may make the satisfaction of the conditions in Article 7 impossible or unlikely.

5.6 PAYMENT OF INDEBTEDNESS BY RELATED PERSONS

Except as expressly provided in this Agreement, within one business day of the Closing Date, Sellers shall deliver to the Company to an account designated by it in immediately available funds, an amount in Korean Won equal to all indebtedness owed to the Company by either a Seller or any Related Person (except for any employees of the Company) of a Seller.

5.7 NO NEGOTIATION

The Company and each Seller will, and each will cause each of their Representatives to, immediately discontinue any negotiations or discussions with any Person (other than Buyer) relating to any business combination transaction involving the Company, including the sale of any of the Shares, any merger or consolidation, recapitalization or the sale of any of the assets of

the Company (other than in the Ordinary Course of Business) (each an “Acquisition Proposal”). Until such time, if any, as this Agreement is terminated pursuant to Article 9, Company will not, and Sellers will not, and will cause the Company and each of their Representatives not to, directly or indirectly, solicit, initiate, encourage or entertain any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any inquiries or proposals from, any Person (other than Buyer) relating to any Acquisition Proposal involving the Company. Company and Sellers will immediately notify Buyer regarding any contact between any Seller, the Company or their respective Representatives and any other Person regarding any Acquisition Proposal or any related inquiry and shall further provide to Buyer, a copy of any writing with respect thereto.

5.8 BEST EFFORTS

The Company and Sellers will use their Best Efforts to cause the conditions in Article 7 and Section 8.3 to be satisfied.

5.9 ESCROW AGREEMENT AND IGE SHARE SUBSCRIPTION AGREEMENT

As soon as practicable after the Closing Date, Sellers agree that they will use their Best Efforts to obtain the Bank of Korea clearance for Buyer to issue, and Sellers to subscribe for, the Buyer Shares as contemplated herein, and upon obtainment of such clearance, to promptly enter into a Share Subscription Agreement (the “IGE Share Subscription Agreement”) with Buyer or its designee for the subscription for the Buyer Shares and the Escrow Agreement.

5.10 INTERNET DOMAIN NAME REGISTRATION

As soon as practicable after the Closing Date, Sellers agree that they will use their Best Efforts to register all internet domain names owned and/or used by the Company but not registered in the Company’s name so as to make the Company the true owner of such internet domain names. Such internet domain names include (but are not limited to) autolin.co.kr, autolin.com, item-very.com, itemmania.biz, pmanggostop.co.kr, popupdoumi.co.kr and popupdoumi.com.

ARTICLE VI COVENANTS OF BUYER

6.1 REQUIRED APPROVALS

As promptly as practicable after the date of this Agreement, Buyer will make all filings that it is required by Law to make to consummate the Contemplated Transactions, including any filings identified in Buyer’s Disclosure Schedule as an exception to Section 4.2(b). Between the date of this Agreement and the Closing Date, Buyer will (a) cooperate with Sellers with respect to all filings Sellers elect to make or that it is required by Law to make in connection with the Contemplated Transactions, and (b) cooperate with Sellers in obtaining any Governmental Authorizations and Consents identified in Sellers’ Disclosure Schedule as an exception to Section 3.3(b); provided, however, that this Section will not require Buyer to dispose of or make any change in any portion of its business or to incur any other unreasonable burden.

6.2 BEST EFFORTS

Except as set forth in the proviso to Section 6.1, Buyer will use its Best Efforts to cause the conditions in Article 8 to be satisfied.

6.3 ACCESS AND INVESTIGATION

After the Closing Date (for a period of 3 years thereafter) and upon reasonable advance notice from the Sellers' Representative, Buyer will (a) afford the Sellers' Representative and his Representatives reasonable access to the Company's personnel, properties, Contracts, books and records, and other documents and data, (b) furnish such Persons with copies of all such Contracts, books and records, and other documents and data as Seller may reasonably request, and (c) furnish such Persons with such additional financial, operating and other data and information as the Seller's Representative may reasonably request.

ARTICLE VII CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Shares and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.1 ACCURACY OF REPRESENTATIONS

All of the Company's and Sellers' representations and warranties in this Agreement (considered both collectively and individually) are accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the Closing Date as if then made, without giving effect to any supplement to Sellers' Disclosure Schedule.

In addition, each of Company's and Sellers' representations and warranties in Sections 3.1(a), 3.3(a) and 3.4, and each of Company's and Sellers' representations and warranties in this Agreement that contains an express materiality qualification, are accurate in all respects as of the date of this Agreement, and shall be accurate in all respects as of the Closing Date as if then made, without giving effect to any supplement to Sellers' Disclosure Schedule.

7.2 COMPANY'S AND SELLERS' PERFORMANCE

(a) All of the covenants and obligations that Company and Sellers are required to perform or to comply with under this Agreement on or before the Closing Date (considered both collectively and individually) must have been duly performed and complied with in all material respects.

(b) In addition, the Company and Sellers must have (i) delivered each document that Section 2.7 requires them to deliver, and (ii) performed and complied with, in all respects, each of the covenants and obligations in Sections 5.4 and 5.8 and each of the covenants and obligations in this Agreement that Sellers are required to perform or comply with on or before the Closing Date that contains an express materiality qualification.

7.3 CONSENTS

Each of the Governmental Authorizations and Consents identified in Section 3.3(b) of Sellers' Disclosure Schedule (only to the extent that can be obtained prior to the Closing Date) must have been obtained and must be in full force and effect.

7.4 ADDITIONAL DOCUMENTS

Each of the following documents must have been delivered to Buyer:

- (a) a resignation letter from each of Jung Hui Bag and Jung Nam Lee; and
- (b) such other documents as Buyer may reasonably request for the purpose of (i) evidencing the accuracy of any of Sellers' representations and warranties, (ii) evidencing the performance by Company and Sellers of, or the compliance by Company and Sellers with, any covenant or obligation required to be performed or complied with by Company and Sellers, (iii) evidencing the satisfaction of any condition referred to in this Article or (iv) otherwise facilitating the consummation or performance of any of the Contemplated Transactions.

7.5 NO PROCEEDINGS

Since the date of this Agreement, there must not have been commenced or threatened against Buyer, or against any Related Person of Buyer, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the Contemplated Transactions.

7.6 NO CLAIM REGARDING EQUITY OWNERSHIP OR SALE PROCEEDS

There must not have been made or threatened by any Person who is not a party to this Agreement any claim asserting that such Person (a) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any stock of or any other voting, equity or ownership interest in the Company, or (b) is entitled to all or any portion of the Purchase Price.

7.7 NO PROHIBITION

Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), Contravene, or cause Buyer to suffer any Adverse Consequence under, (a) any applicable Law, Order or Governmental Authorization, or (b) any Law or Order that has been published, introduced or otherwise proposed by or before any Governmental Body.

7.8 ANCILLARY AGREEMENTS

The Ancillary Agreements (other than the Escrow Agreement and the IGE Share Subscription Agreement) shall have been executed by and among the respective parties.

ARTICLE VIII CONDITIONS PRECEDENT TO SELLERS' OBLIGATION TO CLOSE

Sellers' obligation to sell the Shares and to take the other actions required to be taken by Sellers at the Closing is subject to the satisfaction, on or before the Closing Date, of each of the

following conditions (any of which may be waived by the Sellers' Representative, in whole or in part):

8.1 ACCURACY OF REPRESENTATIONS

All of Buyer's representations and warranties in this Agreement (considered both collectively and individually) are accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the Closing Date as if then made.

8.2 BUYER'S PERFORMANCE

(a) All of the covenants and obligations that Buyer is required to perform or to comply with under this Agreement on or before the Closing Date (considered both collectively and individually) must have been performed and complied with in all material respects.

(b) Buyer must have delivered each of the documents required to be delivered by Buyer pursuant to Section 2.7.

8.3 CONSENTS

Each of the Governmental Authorizations and Consents identified in Section 4.2(b) of Buyer's Disclosure Schedule (only to the extent that can be obtained prior to the Closing Date) must have been obtained and must be in full force and effect.

8.4 ADDITIONAL DOCUMENTS

Buyer must have caused to be delivered to Sellers such documents as the Sellers' Representative may reasonably request for the purpose of (a) evidencing the accuracy of any representation or warranty of Buyer, (b) evidencing the performance by Buyer of, or the compliance by Buyer with, any covenant or obligation required to be performed or complied with by Buyer, (c) evidencing the satisfaction of any condition referred to in this Article, or (d) otherwise facilitating the consummation or performance of any of the Contemplated Transactions.

8.5 NO PROHIBITION

There must not be in effect any Law or Order that (a) prohibits the consummation of the Contemplated Transactions and (b) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

ARTICLE IX TERMINATION

9.1 TERMINATION EVENTS

Subject to Section 9.2, this Agreement may, by notice given before or at the Closing, be terminated:

(a) by mutual consent of Buyer and Sellers;

(b) by Buyer if any Seller has committed a material breach of any provision of this Agreement and such breach shall not have been cured within ten (10) calendar days following receipt by the breaching Seller of written notice of such breach, provided that Buyer is not in material breach of any of its representations, warranties or obligations hereunder, and provided further, that no cure period shall be required for a breach which by its nature cannot be cured;

(c) by the Sellers' Representative if Buyer has committed a material breach of any provision of this Agreement and such breach shall not have been cured within ten (10) calendar days following receipt by Buyer of written notice of such breach, provided that no Seller is in material breach of any of its representations, warranties or obligations hereunder, and provided further, that no cure period shall be required for a breach which by its nature cannot be cured;

(d) by Buyer if the satisfaction of any condition in Article 7 is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement) and Buyer has not waived such condition;

(e) by the Sellers' Representative if the satisfaction of any condition in Article 8 is or becomes impossible (other than through the failure of any Seller to comply with its obligations under this Agreement) and Sellers have not waived such condition; and

(f) by either Buyer or the Sellers' Representative if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before March 3, 2006, or such later date as Buyer and the Sellers' Representative may agree upon.

9.2 EFFECT OF TERMINATION

Each party's right of termination under Section 9.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. Notwithstanding the foregoing sentence, if this Agreement is terminated pursuant to Section 9.1(a) above, such termination will be without liability of any such party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party of this Agreement, save for any claim by the non-breaching party against the breaching party arising from antecedent willful or grossly negligent breach of the terms hereof. If this Agreement is terminated pursuant to Section 9.1, all obligations of the parties under this Agreement will terminate and the obligations in Sections 11.1, 11.2, 11.3, 11.4, 11.5, 11.16, 11.17 and 11.19 will survive; provided, however, that if this Agreement is terminated by a party because of the breach of the Agreement by another party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of any other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE X INDEMNIFICATION; REMEDIES

10.1 SURVIVAL; KNOWLEDGE; WAIVER

All representations, warranties, covenants and obligations in this Agreement, Sellers' Disclosure Schedule, Buyer's Disclosure Schedule, the supplements to Sellers' Disclosure Schedule, the certificate delivered pursuant to Section 2.7(a)(v) and any other certificate or document delivered pursuant to this Agreement will survive the Closing and the consummation of the Contemplated Transactions, subject to the limitations set forth in this Article. The right to indemnification, payment of damages or other remedy based on such representations, warranties, covenants and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of having been acquired) about, the accuracy or inaccuracy of or compliance or noncompliance with, any such representation, warranty, covenant or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of damages or other remedy based on such representation, warranty, covenant or obligation.

10.2 INDEMNIFICATION BY SELLER

Sellers, jointly and severally, will indemnify and hold harmless Buyer, the Company and their respective Representatives, equity owners, controlling persons and affiliates (collectively, the "Buyer Indemnitees") for, and will pay to the Buyer Indemnitees the monetary value of, any Adverse Consequences arising, directly or indirectly, from or in connection with:

(a) any breach of any representation or warranty made by Seller in this Agreement (without giving effect to any supplement to Sellers' Disclosure Schedule), Sellers' Disclosure Schedule, the supplements to Sellers' Disclosure Schedule, the certificate delivered pursuant to Section 2.7(a)(v) (for this purpose, such certificate will be deemed to have stated that Sellers' representations and warranties in this Agreement fulfill the requirements of Section 7.1 as of the Closing Date as if then made without giving effect to any supplement to Sellers' Disclosure Schedule, unless the certificate expressly states that the matters disclosed in a supplement have caused a condition specified in Section 7.1 not to be satisfied), or any other certificate or document delivered by Seller pursuant to this Agreement;

(b) any breach by any Seller of any covenant or obligation in this Agreement or any Ancillary Agreement;

(c) any Liabilities of the Company existing at or arising out of a state of facts existing at or before the Closing Date, to the extent that such Liabilities are not reflected or reserved against in the Balance Sheet, including Liabilities arising from or relating to any product shipped or manufactured by, or any services provided by, the Company before the Closing Date;

(d) any matter disclosed in Sellers' Disclosure Schedule;

(e) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with any Seller or the Company (or any Person acting on their behalf) in connection with any of the Contemplated Transactions;

(f) any Taxes arising out of or relating to the Pre-Closing Period; and

(g) any Proceedings, demands or assessments incidental to any of the matters set forth in Sections 10.2(a) through (f).

10.3 INDEMNIFICATION BY BUYER

Buyer will indemnify and hold harmless Sellers, and will pay to Sellers the monetary value of any Adverse Consequences arising, directly or indirectly, from or in connection with:

- (a) any breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;
- (b) any breach by Buyer of any covenant or obligation in this Agreement;
- (c) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such Person with Buyer (or any Person acting on its behalf) in connection with any of the Contemplated Transactions; and
- (d) any Proceedings, demands or assessments incidental to any of the matters set forth in Sections 10.3(a) through (c).

10.4 TIME LIMITATIONS

- (a) If the Closing occurs, Sellers will have no Liability (for indemnification or otherwise) for breach of (i) a covenant or obligation to be performed or complied with before the Closing Date or (ii) a representation or warranty, other than those in Sections 3.1, 3.2, 3.3, 3.4, and 3.18, unless on or before the third anniversary of the Closing Date, Buyer notifies the Sellers' Representative of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Buyer. A claim with respect to Section 3.1, 3.2, 3.3, 3.4, or 3.18, or a claim for indemnification or reimbursement not based upon any covenant or obligation to be performed or complied with before the Closing Date, may be made at any time.
- (b) If the Closing occurs, Buyer will have no Liability (for indemnification or otherwise) for breach of (i) a covenant or obligation to be performed or complied with before the Closing Date or (ii) a representation or warranty, unless on or before the third anniversary of the Closing Date, the Sellers' Representative notifies Buyer of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Seller.

10.5 PROCEDURE FOR INDEMNIFICATION—DEFENSE OF THIRD-PARTY CLAIMS

- (a) Promptly after receipt by a Person entitled to indemnity under Section 10.2 or 10.3 (an "Indemnified Person") of notice of the assertion of a third-party claim against it, the Indemnified Person will, if a claim is to be made against a Person obligated to indemnify under such Section (an "Indemnifying Person"), give notice to the Indemnifying Person of the assertion of such claim. An Indemnified Person's failure to notify an Indemnifying Person will not relieve the Indemnifying Person of any Liability that it may have to the Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the resolution of such claim is prejudiced by the Indemnified Person's failure to give such notice.
- (b) If any claim referred to in Section 10.5(a) is brought against an Indemnified Person by means of a Proceeding and the Indemnified Person gives notice to the Indemnifying Person of the commencement of such Proceeding, the Indemnifying Person will be

entitled to participate in such Proceeding and, to the extent that it wishes, to assume the defense of such Proceeding with counsel satisfactory to the Indemnified Person (unless (i) the Indemnifying Person is also a party to such Proceeding and the Indemnified Person determines in good faith that joint representation would be inappropriate or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding). If the Indemnifying Person assumes the defense of a Proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that Proceeding are within the scope of and subject to indemnification, (ii) no compromise or settlement of such claims may be effected by the Indemnifying Person without the Indemnified Person's consent unless (A) there is no finding or admission of any violation of Laws or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Person, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person, and (iii) the Indemnified Person will have no Liability with respect to any compromise or settlement of such claims effected without its consent.

(c) If notice is given to an Indemnifying Person of the commencement of any Proceeding and the Indemnifying Person does not, within ten (10) days after the Indemnified Person's notice is given, give notice to the Indemnified Person of its election to assume the defense of such Proceeding, the Indemnifying Person will be bound by any determination made in such Proceeding or any compromise or settlement effected by the Indemnified Person.

(d) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Proceeding, but the Indemnifying Person will not be bound by any determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(e) Notwithstanding the provisions of Section 11.17, each Seller consents to the non-exclusive jurisdiction of any court in which a Proceeding is brought against any Buyer Indemnitee for purposes of any claim that a Buyer Indemnitee may have under this Agreement with respect to such Proceeding or the matters alleged therein. Each Seller agrees that process may be served on such Seller with respect to such a claim anywhere in the world.

10.6 PROCEDURE FOR INDEMNIFICATION—OTHER CLAIMS

A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party obligated to indemnify and will be paid promptly after such notice.

10.7 INTEREST

Indemnification of any cash disbursement by an Indemnified Person under this Article will include interest from the date of the disbursement to the date of indemnification at the rate of 5% per annum.

10.8 LIMITATIONS

Notwithstanding any other provision hereof, after the Closing the aggregate amount of indemnifiable damages for which either Sellers, on the one hand, or Buyer, on the other hand, shall be liable under this Agreement shall not exceed US\$7,000,000; provided, however, that (i) any indemnifiable damages caused by fraud on part of Sellers, (ii) those indemnifiable damages relating to Organization and Good Standing (Section 3.1), Capitalization (Section 3.4), Taxes (Section 3.18), tax indemnification pursuant to Section 10.2(f) and Legal Proceedings & Orders (Section 3.22) and (iii) those indemnifiable damages relating to Payment of Indebtedness by Related Persons (Section 5.6) or Escrow Agreement and IGE Share Subscription Agreement (Section 5.9) shall not be subject to the above limitation (i.e., such damages shall be “uncapped”). Except for fraud, and subject to any party's right for equitable relief, the sole remedy of Sellers or Buyer with respect to indemnification claims pursuant to this Article 10 shall be monetary damages determined pursuant to this Article 10. Indemnification claims shall be reduced by and to the extent that an indemnitee shall actually receive proceeds under insurance policies, risk sharing pools or similar arrangements specifically as a result of, and in compensation for, the subject matter of an indemnification claim by such indemnitee.

10.9 INDEMNIFICATION IN CASE OF STRICT LIABILITY OR INDEMNITEE NEGLIGENCE

The indemnification provisions of this Agreement will be enforceable regardless of whether the Adverse Consequence for which indemnification is sought is based on past or future acts, claims or Laws, and regardless of whether the party against whom indemnification is sought alleges or proves the sole or concurrent negligence, gross negligence, strict liability or vicarious liability of the party seeking indemnification.

ARTICLE XI GENERAL PROVISIONS

11.1 SELLERS' REPRESENTATIVE

Sellers hereby appoint Jung Hun Lee as the Sellers' Representative for purposes of the Ancillary Agreements and the Contemplated Transactions, including, without limitation, the right to receive and distribute all funds on behalf of the other Sellers pursuant to this Agreement. All decisions and actions by the Sellers' Representative shall be binding upon each of Sellers and no Seller shall have the right to object, dissent, protest or otherwise contest the same. Buyer shall be able to rely exclusively on the instructions and decisions of the Sellers' Representative with respect to the Ancillary Agreements and the Contemplated Transactions, and no party hereunder shall have any cause of action against Buyer in reliance upon the instructions or decisions of the Sellers' Representative. The provisions of this Section 11.1 are independent and severable, are irrevocable and coupled with an interest, and shall be enforceable notwithstanding any rights or remedies that any Seller may have in connection with the transactions contemplated by this Agreement.

11.2 EXPENSES

Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of its Representatives. If this Agreement is terminated, the obligation of each party to

pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by another party.

11.3 PUBLIC ANNOUNCEMENTS

Any public announcement or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as Buyer determines. Neither Company nor any Seller will make any disclosure of the Contemplated Transactions, except with the prior written consent of Buyer or as required by Law. Company and Sellers, on one hand, and Buyer, on the other hand, will consult with each other concerning the means by which the Company's employees, customers, suppliers and others having dealings with the Company will be informed of the Contemplated Transactions, and Buyer will have the right to be present for any such communication.

11.4 CONFIDENTIALITY

(a) Until the Closing Date, the parties shall be subject to the Confidentiality Agreement dated November 10, 2005 by and between Jung Hun Lee and Buyer (the "Confidentiality Agreement"). The Confidentiality Agreement is incorporated herein by reference and all parties hereto hereby agree to be subject to it.

(b) On and after the Closing Date, Sellers will maintain in confidence, and will cause the Representatives of Sellers to maintain in confidence, the contents of this Agreement and the Ancillary Agreements and all information relating to the Company and the businesses of the Company.

11.5 NOTICES

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) sent by facsimile with confirmation of transmission by the transmitting equipment, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested; in each case to the following addresses, facsimile numbers and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number or individual as a party may designate by notice to the other parties):

If to Sellers:

Attention: Jung Hun Lee, Representative Director
Address: Itemmania Co., Ltd.
5th Floor, Itemmania Building
Inhu-dong 2 ga 1577-35 Deokjin-gu
Jeonju-si Jeollabuk-do 561-832 Korea
Facsimile No.: 82-63-247-3147

with a copy (which will not constitute notice) to:

Kim & Chang
Attention: Mark M. Cho, Esq.
Address: Seyang Building, 223 Naeja-dong
Chongro-ku, Seoul, Korea
Facsimile No.: 822-3703-1590

If to Buyer:

Attention: Brock Pierce
Address: 1223 Wilshire Boulevard
#239
Santa Monica, CA 90403
U.S.A.
Facsimile No.: 1-310-652-0859

with a copy (which will not constitute notice) to:

Bae, Kim & Lee
Attention: Michael Lee, Esq.
Address: Hankook Tire Bldg.
647-15, Yoksam-dong, Gangnam-gu
Seoul, 135-723, Korea
Facsimile No.: 822-3404-0804

and an additional copy (which will not constitute notice) to:

IGE U.S. LLC
Attention: Peter M. Huie
Address: 1223 Wilshire Boulevard
#239
Santa Monica, CA 90403
U.S.A.
Facsimile No.: 1-310-652-0859

11.6 FURTHER ACTIONS

Upon the request of any party to this Agreement, the other parties will (a) furnish to the requesting party any additional information, (b) execute and deliver, at their own expense, any other documents and (c) take any other actions as the requesting party may reasonably require to more effectively carry out the intent of this Agreement and the Contemplated Transactions.

11.7 INCORPORATION OF SCHEDULES AND EXHIBITS

The Schedules and Exhibits identified in this Agreement, including Sellers' Disclosure Schedule and Buyer's Disclosure Schedule, are incorporated herein by reference and made a part of this Agreement.

11.8 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements among the parties with respect to its subject matter and constitutes (along with the documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except in a written document executed by the party against whose interest the modification will operate.

11.9 DISCLOSURE SCHEDULES

Sellers' Disclosure Schedule and Buyer's Disclosure Schedule will be arranged in sections corresponding to the numbered and lettered sections of Articles 3 and 4, as applicable. The statements in such disclosure schedules, and those in any supplements to them, relate only to the provisions in the Section of this Agreement which they expressly address and not to any other provision. Nothing in such disclosure schedules will be adequate to disclose an exception to any representation or warranty made in Article 3 or Article 4 unless the applicable disclosure schedule identifies the exception with reasonable particularity and describes the facts relating to such exception in reasonable detail. Without limiting the generality of the foregoing, the listing or inclusion of a copy of a document or other item will not be adequate to disclose an exception to any representation or warranty made in this Agreement unless the representation or warranty relates to the existence of the document or item itself. In the event of any inconsistency between the statements in the body of this Agreement and those in such disclosure schedules (other than an exception expressly set forth as such in a disclosure schedule with respect to a specifically identified representation or warranty), the statements in the body of this Agreement will control.

11.10 TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

11.11 DRAFTING AND REPRESENTATION

The parties have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted for or against any party because that party or its legal representative drafted the provision.

11.12 SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.13 ASSIGNMENT; SUCCESSORS; NO THIRD-PARTY RIGHTS

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld, except that Buyer may without the consent of Sellers assign any of its rights and delegate any of its obligations under this Agreement to any entity that is a Related Person of Buyer. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of each Seller's heirs, executors, administrators and permitted assigns and Buyer's successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee under this Section.

11.14 ENFORCEMENT OF AGREEMENT

The parties acknowledge and agree that any party could be damaged irreparably if any of the provisions of this Agreement is not performed in accordance with the specific terms and that any breach of this Agreement by any party could not be adequately compensated in all cases by monetary damages alone. Accordingly, the parties agree that, in addition to any other right or remedy to which any party may be entitled, at law or in equity, such party will be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

11.15 WAIVER

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other party, (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

11.16 GOVERNING LAW

This Agreement will be governed by and construed under the laws of the Republic of Korea without regard to conflicts of laws principles that would require the application of any other law.

11.17 JURISDICTION; SERVICE OF PROCESS

Any action, hearing, suit or proceeding arising out of or relating to this Agreement or any Contemplated Transaction (except for the transactions contemplated under or relating to the Pledge Agreement, Itemmania Letter of Confirmation, IGE Letter of Confirmation, the Escrow Agreement, Employment Agreement, Non-Competition Agreements and Confidentiality Agreement) shall be brought in (i) the courts of the State of California, County of Los Angeles, or, if jurisdiction can be acquired, in the United States District Court for the Central District of California, if initiated by Sellers or (ii) the Seoul Central District Court, if initiated by Buyer. Each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum. The parties agree that any or all of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in this Section may be served on any party anywhere in the world.

11.18 COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts.

11.19 ALLOCATION OF LIABILITY

Sellers' liability (other than Jung Hun Lee's liability) under this Agreement, including without limitation, under Section 10.2, shall be allocated among them pro rata in accordance with their respective allocable percentages as set forth on Schedule A hereto. Jung Hun Lee hereby agrees to be responsible for and assumes all of the obligations and liabilities of the other Sellers under this Agreement, including without limitation, under Section 10.2.

11.20 TAX RETURNS

Buyer will prepare and file, or cause to be prepared and filed, all of the Company's Tax Returns for all taxable years or periods ending after the Closing Date, and Buyer will pay, or cause to be paid, all Taxes shown as due thereon; provided, that with respect to any Pre-Closing Period, Buyer will be entitled to indemnification as set forth in Section 10.2(f).

11.21 CHARACTERIZATION OF INDEMNITY PAYMENT

All amounts paid by Buyer or Sellers, as the case may be, by reason of Section 10.2 or 10.3 will be treated to the extent permitted under applicable Law as adjustments to the Purchase Price for all Tax purposes.

11.22 TAX RECORDS

Sellers will make available to Buyer such records as Buyer may require for the preparation of any Tax Return and such records as Buyer may require for the defense of any Proceeding concerning such Tax Return. Buyer will make available to Sellers such records as Sellers may require for the preparation of any Tax Return and such records as Sellers may require for the defense of any Proceeding concerning any such Tax Return.

SIGNATURES ON NEXT PAGE

[STOCK PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

IGE U.S. LLC

By: _____
Name:
Title:

ITEMMANIA CO., LTD.

By: _____
Name: Jung Hun Lee
Title: Representative Director

SELLERS:

Jung Hun Lee

Jung Hui Bag

Jung Nam Lee

Soo Kwon Lee

SELLERS

- (1) NAME: Jung Hun Lee
NUMBER OF SHARES OWNED: 3,750 shares of Common Stock
ALLOCABLE PERCENTAGE: 75%

- (2) NAME: Jung Hui Bag
NUMBER OF SHARES OWNED: 500 shares of Common Stock
ALLOCABLE PERCENTAGE: 10%

- (3) NAME: Jung Nam Lee
NUMBER OF SHARES OWNED: 500 shares of Common Stock
ALLOCABLE PERCENTAGE: 10%

- (4) NAME: Soo Kwon Lee
NUMBER OF SHARES OWNED: 250 shares of Common Stock
ALLOCABLE PERCENTAGE: 5%