NONDISCLOSURE AND DEVELOPMENT AGREEMENT

This Nondisclosure and Development Agreement (“Agreement”) is made as of October 10, 2012, by and between the University of California, Irvine on behalf of The Paul Merage School of Business (“UCI Merage”) and Hyundai Motor America (“HMA”).

1. In connection with a consulting project (the “Research Project”) at UCI Merage as part of its MBA Consulting Program, HMA has agreed, among other things, to provide confidential information, input and direction regarding Hyundai products and brand and marketing strategy. In connection with the Research Project, UCI Merage has agreed to provide to HMA certain deliverables, including a comprehensive analysis and strategic plan aimed at identifying, determining, clarifying and developing Hyundai’s brand, the business case analysis supporting such analysis and plan, and other deliverables mutually agreed to by the parties.

2. In connection with the Research Project, HMA will provide UCI Merage confidential information, which may include, but is not limited to, marketing information, advertising information, product information and strategies, future product development, technical information, testing information, financial and cost information, and other proprietary information, in written and oral form, of HMA (collectively, the “Confidential Information”). The Confidential Information may also include propriety information of HMA’s parent company, Hyundai Motor Company (“HMC”), and affiliated companies. The provisions of this Agreement shall also be considered Confidential Information. UCI Merage shall receive and hold all Confidential Information in strict confidence and take reasonable precautions in accordance with procedures UCI Merage follows with respect to its confidential information to prevent disclosure, directly or indirectly, of any Confidential Information. Except as specifically authorized in writing by HMA, UCI Merage shall not use, reproduce, disclose or disseminate the Confidential Information, whether orally or in writing, or whether in answer to any special inquiry, voluntary or otherwise. UCI Merage shall not make any copies of the Confidential Information, except as may be necessary to perform Research Project services requested by HMA. All Confidential Information remains the property of HMA and shall be returned to it within two (2) days of any request, together with any copies thereof. Disclosures of the Confidential Information shall be made only to UCI Merage students and employees (i) who are directly involved with the Research Project and have a specific need to know the Confidential Information; and (ii) who agree to hold the Confidential Information in confidence subject to the terms herein. The provisions of this Section shall survive any termination or expiration of this Agreement.

3. UCI Merage has created, acquired or otherwise has rights in, and may, in connection with the Research Project, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the “UCI Merage Technology”). To the extent that UCI Merage uses any of the UCI Merage Technology in connection with the Research Project, UCI Merage shall retain all right, title and interest in and to such property, and, except for the license expressly granted hereunder, HMA shall acquire no right, title or interest in or to the UCI Merage Technology.

4. UCI Merage agrees that, except for any UCI Merage Technology contained therein, all evaluations, analyses, recommendations, specifications, scripts, plans, reports, websites, research materials and any other original or creative products or other material that are developed or created by UCI Merage for submission to HMA in connection with the Research Project or that are based solely on the Confidential Information or other input and direction provided by HMA (collectively, the “Works”) shall be considered the sole property of HMA, shall be totally under the dominion and control of HMA, and shall be registered, trademarked or copyrighted in HMA’s name only. UCI Merage hereby grants to
HMA, a non-exclusive, royalty-free, worldwide, perpetual, nontransferable license to use and reproduce, any UCI Merage Technology contained in the Works. Such license shall not require payment of any fee to UCI Merage.

5. UCI Merage represents and warrants that it has all necessary ownership, rights and licenses to perform under this Agreement as contemplated hereby and to grant HMA all rights with respect to the UCI Merage Technology and the Works purported to be granted hereunder, free and clear of any and all agreements, liens, adverse claims, encumbrances and interests of any person.

6. Nothing contained in the UCI Merage Technology or required in the process of incorporating the same into the Works will infringe, violate or misappropriate any intellectual property right of any third party, and no characteristic of the UCI Merage Technology does or will cause the Works to infringe, violate or misappropriate any intellectual property right of any third party.

7. For purposes of copyright ownership only, and no other purposes whatsoever, UCI Merage agrees that all Works shall be deemed to be a work made for hire and that all of the Works and all rights appertaining thereto, including all copyrights whether known or hereafter created throughout the world and all rights of renewal thereof, are entirely the property of HMA, its successors and assigns, free from the payment of any royalty or additional compensation whatsoever. UCI Merage shall affix a proper copyright notice to all of the Works that are published in any medium whatsoever, naming HMA as the owner of the copyright in the Works; provided that this requirement shall not give UCI Merage any independent right of publication not specifically set forth herein. UCI Merage further agrees that to the extent the Works are not deemed a work-for-hire, or to the extent UCI Merage may own or be deemed or adjudged under the law of any country to own any copyrights or any of the rights comprised in a copyright in any of the Works, such copyrights and other rights are hereby assigned and transferred to HMA, their successors and assigns, absolutely and forever, in consideration of the mutual covenants contained in this Agreement.

8. UCI Merage further agrees that, upon written request, it will reasonably cooperate and will execute any and all documents or instruments necessary to carry out the purposes of this Agreement, including but not limited to such further assignments of rights in individual Works and individual student Works as HMA may deem necessary or appropriate for its full and complete enjoyment and perfection of all rights in the Works, provided that HMA shall bear the reasonable costs incurred by UCI Merage as a result of such cooperation and execution.

9. UCI Merage shall have no right, title or interest in any trademark of HMA, its parent, subsidiaries or affiliates pursuant to this Agreement. UCI Merage’s sole privilege under this Agreement is to perform the Research Project, some of the materials for which may bear in whole or in part trademarks owned or licensed by HMA, its parent, subsidiaries or affiliates. Upon the termination or expiration of this Agreement, UCI Merage’s limited privilege to use such trademarks shall immediately cease. Any trademark used by UCI Merage in the course of this Agreement, whether in communications, promotional items, documentation, websites, or other material, must be approved in advance in writing by HMA. To the extent the Research Project requires the use of Hyundai trademarks, HMA agrees to indemnify and save UCI Merage harmless from any claims of trademark infringement arising from such use when such trademark is produced with the specific prior written authorization of HMA, provided that (i) UCI Merage promptly notifies HMA in writing of the claim; (ii) HMA shall have the sole control of the settlement or defense of any action against UCI Merage to which this indemnity relates; and (iii) UCI Merage cooperates with HMA in every reasonable way to facilitate such defense, except that cooperation of UCI Merage shall not require UCI Merage to bear any costs of such defense.
10. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other; provided, that either party hereto may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, to an entity that succeeds to all or substantially all of the business assets of such party, and so long as such entity agrees to be bound by all the rights, obligations and other terms and conditions of this Agreement. In the event of any assignment of this Agreement or any rights or obligations hereunder, the assigning party shall continue to be bound by the terms of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

11. UCI Merage shall defend, indemnify and hold harmless HMA, its officers, agents, employees and parent company, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys’ fees, caused by UCI Merage, its students, employees, representatives, agents and subcontractors in connection with the Research Project or its performance hereunder and related to injury to or death of persons or damage to property, errors and omissions, claims of infringement, violation or misappropriation of intellectual property rights of any third party, breach of this Agreement, failure to obtain any necessary releases, licenses, permits or other authorizations, and disclosure of Confidential Information. HMA agrees to give UCI Merage prompt written notice of any such claims, action, suit or proceeding and UCI Merage shall thereafter assume and diligently conduct the defense thereof.

12. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

13. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

14. This Agreement may not be amended, modified or waived in any manner, except in writing signed by the parties. This Agreement embodies the entire understanding between the parties pertaining to the subject hereof and supersedes all prior consents, proposals, representations, warranties, or agreements, whether written or oral, between the parties relating hereto.

15. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof.

16. This Agreement may be executed in any number of counterparts, each of which shall constitute an original. The parties agree that if a duly authorized representative of one party signs this Agreement and transmits such Agreement to the other party via facsimile or email transmission, and a duly authorized representative of the other party then signs such transmission, this Agreement shall have been validly executed by both parties and such fully signed document, and the facsimile of such document bearing all signatures transmitted to the party that originally signed such document, shall be deemed original documents.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives who each represent having the authority to bind the respective party to this Agreement.

UNIVERSITY OF CALIFORNIA, IRVINE ON BEHALF OF THE PAUL MERAGE SCHOOL OF BUSINESS

By: ________________________________  
Print Name: ____________________________  
Date: ________________________________

HYUNDAI MOTOR AMERICA

By: ________________________________  
Print Name: ____________________________  
Date: ________________________________

By: ________________________________  
Print Name: ____________________________  
Date: ________________________________

ACKNOWLEDGMENT AND AGREEMENT BY PARTICIPATING STUDENTS

I, the undersigned, a student of the The Paul Merage School of Business at the University of California, Irvine (“UCI Merage”), in consideration for my participation in the MBA Consulting Program at UCI Merage involving Hyundai Motor America (“HMA”), have read the foregoing Nondisclosure and Development Agreement between UCI Merage and HMA and hereby agree to be bound by its terms, obligations and conditions.

By: ________________________________  
Print Name: ____________________________  
Date: ________________________________

By: ________________________________  
Print Name: ____________________________  
Date: ________________________________

By: ________________________________  
Print Name: ____________________________  
Date: ________________________________

By: ________________________________  
Print Name: ____________________________  
Date: ________________________________