

The Honorable Michelle L. Peterson

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

NEXON KOREA CORPORATION,
a Korean Corporation,

Plaintiff,

v.

IRONMACE CO., LTD., a Korean
Corporation; JU-HYUN CHOI, individually;
and TERENCE SEUNGHA PARK,
individually,

Defendants.

Case No. 2:23-cv-00576-MLP

**DECLARATION OF
EUNG JUN JEON**

[Defendants' Motion To Dismiss On
Grounds Of *Forum Non Conveniens*,
Declarations of Ju-Hyun Cho, Terence
Seungha Park, and Aaron J. Moss in
Support and [Proposed] Order Filed
Concurrently]

1 **DECLARATION OF EUNG JUN JEON**

2 I, Eung Jun Jeon, hereby declare as follows:

3 **INTRODUCTION OF PERSON MAKING THE DECLARATION**

4 1. I am an attorney duly licensed to practice law in the Republic of Korea (“Korea”)
5 and a partner with the law firm of LIN. The LIN firm represents Ironmace Co., Ltd.
6 (“Ironmace”), Ju-Hyun Choi (“Choi”), and Terence Seungha Park (“Park”) in connection with
7 litigation now pending in Korea against Nexon Korea Corporation (“Nexon”). I am submitting
8 this declaration in support of the Motion to Dismiss for Forum Non Conveniens filed by
9 Ironmace, Choi, and Park (collectively, “Defendants”) in the above-captioned lawsuit (the “U.S.
10 Litigation”). The facts stated herein are known to me personally, and if called as a witness, I
11 could and would testify competently thereto.

12 2. I have been practicing law for 19 years in Korea and am knowledgeable about the
13 Korean legal system. I currently work as an attorney at LIN, a Korean law firm, and I am also a
14 registered patent attorney in Korea. I mainly specialize in IP law, IT law, and privacy law. With
15 the foregoing specialization, I am serving in various positions, which include (1) Head of the IP
16 Rights Community Committee at the Seoul Bar Association, (2) Vice President of the Korean
17 Intellectual Property Lawyers’ Association, and (3) Member of the Committee for the
18 Improvement of the Unfair Competition Prevention and Trade Secret Protection Act at the
19 Korean Intellectual Property Office. I have handled more than 100 cases of IP disputes, which
20 mainly dealt with patent, trademark, copyright, and trade secret issues. I am submitting this
21 declaration to explain certain features of the Korean legal system as it pertains to the dispute
22 between Nexon and the Defendants.

23 **BACKGROUND OF KOREAN LEGAL AND JUDICIAL SYSTEM**

24 3. Korea has a written constitution (the “Constitution”) that establishes an
25 independent and impartial judiciary. *See* Constitution, Chapter V, Articles 101-112. In
26 particular, Article 103 provides that judges shall rule independently according to their conscience

1 and in conformity with the Constitution and law. Trials and court decisions are generally open to
2 the public. Constitution, Article 109. Further due process and procedural safeguards are
3 contained in Korea’s Civil Procedure Act (“KCPA”).

4 4. Korea has a three-tiered judicial system. Court cases typically begin at the district
5 court level and may be appealed to the High Courts and ultimately to the Supreme Court. A
6 plaintiff begins a case by filing a complaint or an application for relief (for example, for a
7 preliminary injunction). The Court issues a summons and the service of the summons and the
8 complaint compels the defendant to respond in court, typically within 30 days.

9 5. In civil litigation matters, the parties have the right to pre-trial discovery. This
10 discovery primarily takes place at court hearings, where the parties may request evidence,
11 including testimony, expert, and documentary evidence. The district courts conduct evidentiary
12 hearings, at which the parties are able to provide documentary evidence, testimony, and
13 argument. Korea has an adversarial litigation system and the parties are able to examine
14 witnesses presented by the opposing party.

15 6. Korean courts can grant various forms of relief to a prevailing party in civil
16 litigation. This relief includes declaratory relief, injunctive relief (both preliminary and
17 permanent), and awards of compensatory damages, damages for pain and suffering,
18 disgorgement of profits or recovery of unjust enrichment, and specific performance. Some
19 statutes, including the Unfair Competition Prevention and Trade Secret Protection Act (the
20 “UCPA”), allow for the recovery of treble damages. Prevailing parties are generally able to
21 recover their attorney’s fees and costs from the other party, as well as pre- and post-judgment
22 interest at statutory rates.

23 **KOREAN COPYRIGHT & TRADE SECRET LAW**

24 7. Korea has a Copyright Act and recognizes a cause of action for copyright
25 infringement. Korea is also a signatory to the Berne Convention for the Protection of Literary
26 and Artistic Works, and Korean courts may apply the copyright laws of other countries under the

1 Act on Private International Law where applicable to the allegedly infringing conduct.

2 8. The Copyright Act recognizes that the creator of an artistic work has certain
3 exclusive rights, including the right to exploit and reproduce their work. *See* Copyright Act,
4 Chapter II, Articles 16–22. Those who exploit another’s copyrighted work without authorization
5 may be liable for infringement. Korea recognizes that creative expression in videogames may be
6 protected by copyright law. *See, e.g.*, Supreme Court decision of June 27, 2019, 2017 Da
7 212095 (the “King.com decision”).

8 9. A plaintiff in a copyright infringement action may obtain many different
9 remedies. These remedies include preliminary injunctive relief, permanent injunctive relief,
10 monetary damages, and declaratory relief. Monetary damages may be calculated in different
11 ways depending on the facts and circumstances of the case, and may be based on the copyright
12 owner’s lost profits, the infringer’s profits gained from the infringement, a reasonable royalty
13 rate that the copyright owner could have received if the infringing conduct had been properly
14 licensed, or any other reasonable calculation of damages in the discretion of the Court. *See*
15 Copyright Act, Chapter IX, Article 125. The Copyright Act also provides for “statutory
16 damages” where a work was registered prior to the infringement, which may be up to KRW 10
17 million or up to KRW 50 million in the case of intentional infringement. *Id.*, Article 125-2. As
18 with other civil litigation in Korea, the prevailing party may recover its attorney’s fees and costs.

19 10. Korea also recognizes a cause of action for trade secret misappropriation under
20 the UCPA. The UCPA defines a trade secret as business information that is not known publicly,
21 is the subject of reasonable efforts to maintain its secrecy, and has independent economic value.
22 UCPA, Chapter I, Article 2. The UCPA prohibits infringement or misappropriation of trade
23 secrets, which includes acquiring trade secrets by improper means or using trade secrets to gain
24 improper benefits while under a contractual obligation to maintain their secrecy, among other
25 things. *Id.*

26 11. The UCPA also provides remedies for other acts of unfair competition, including

1 the unauthorized use of the right holder’s achievements. UCPA, Chapter I, Article 2, Paragraph
2 1(m).

3 12. A plaintiff under the UCPA may obtain injunctive relief and compensatory
4 damages, which may be calculated based on the plaintiff’s lost profits, the infringer’s profits, a
5 reasonable royalty rate for use of the trade secret, or any other reasonable amount determined by
6 the Court. UCPA, Chapter III, Articles 10–11; Chapter IV, Article 14-2. A recent amendment to
7 the UCPA allows a plaintiff to seek treble damages for misappropriation of trade secrets.

8 **THE ACTIVE LITIGATION IN KOREA BETWEEN THE PARTIES**

9 13. The parties to the U.S. Litigation—Nexon, Ironmace, Choi, and Park—are
10 already litigating an identical dispute in the Korean court system. The nature of this dispute is
11 discussed below.

12 14. On March 31, 2023, Ironmace, through the LIN firm, filed a lawsuit against
13 Nexon in the Suwon District Court in Korea (the “Ironmace Lawsuit”). That lawsuit seeks a
14 judicial declaration that Ironmace’s videogame *Dark and Darker* does not infringe any copyright
15 that Nexon may have in its so-called “P3 Game.” On April 10, 2023, Ironmace also filed an
16 application for a preliminary injunction against Nexon’s business obstruction. Specifically, it
17 seeks to enjoin Nexon from sending “takedown” notices to third parties, such as Valve
18 Corporation, claiming that *Dark and Darker* infringes Nexon’s rights. If Ironmace prevails,
19 Nexon will be ordered to withdraw the takedown notice it sent to Valve Corporation under the
20 United States Digital Millennium Copyright Act.

21 15. On April 14, 2023, Nexon filed a lawsuit against Ironmace, Choi, and Park in the
22 Suwon District Court (the “Nexon Lawsuit”). That lawsuit asserts claims of trade secret
23 misappropriation and copyright infringement against Ironmace, Choi, and Park, and seeks a
24 preliminary injunction restraining them from (among other things) publishing or distributing
25 *Dark and Darker*.

26 16. True and correct copies of the parties’ applications for a preliminary injunction,

1 which set out the parties' claims in detail, are attached to this declaration as **Exhibits 1 and 2**,
2 respectively. These copies are certified English translations of the original Korean documents. I
3 am familiar with the contents of the original Korean language documents, and these translations
4 accurately represent their content.

5 17. As detailed in the two pleadings, the dispute involves Nexon's claims that Choi
6 and Park—former employees of Nexon—acted improperly when they left Nexon and formed
7 Ironmace. In particular, Nexon alleges that Choi and/or Park misappropriated Nexon's trade
8 secrets and have created a game (*Dark and Darker*) that is substantially similar to and therefore
9 infringes a game that Nexon was developing (the "P3 Game"). The Nexon Lawsuit states that
10 based on the alleged infringement, Nexon sent a takedown notice under the U.S. Digital
11 Millennium Copyright Act to Valve Corporation to the operator of the Steam gaming platform,
12 and that *Dark and Darker* is currently suspended from Steam.

13 18. Ironmace, Park, and Choi strongly dispute the allegations of wrongdoing and
14 expect to fully disprove them and prevail in both the Ironmace Lawsuit and the Nexon Lawsuit.

15 19. Nexon has been served and has appeared in the Ironmace Lawsuit. Each of
16 Ironmace, Choi, and Park have been served and have appeared in the Nexon Lawsuit. Indeed,
17 the parties have all been actively litigating the lawsuits already.

18 20. In the Nexon Lawsuit, the parties have already had multiple evidentiary hearings
19 before the Court, including on May 3, May 24 and June 21, 2023. All hearings have now been
20 concluded and both parties may submit additional written evidence to the court until July 19. In
21 the lawsuit so far, Nexon has filed thousands of pages of briefing and evidence, all of which are
22 in Korean. Ironmace has filed similar amounts of briefing and evidence, also in Korean.
23 Ironmace has submitted witness declarations from multiple employees, all of whom reside in
24 Korea and all of which are written in Korean.

25 21. The evidence that Nexon has submitted includes, by way of example only: copies
26 of Nexon's employment agreements with Choi, copies of Nexon's "Acknowledgment about

1 Company IP” signed by Choi and Park, computer logs and internal data from Nexon, emails,
2 written witness statements, text messages, and transcripts of oral conversations. All of this
3 material is in Korean.

4 22. I understand that the Complaint Nexon filed in the U.S. Litigation references,
5 among others, the following documents as forming the basis for Nexon’s claims against the
6 Defendants:

- 7 ○ “Security Guidelines for Nexon Employees,” effective November 12, 2018;
- 8 ○ “Security Guidelines for Service and Application Program Development and
9 Operations,” effective November 12, 2018;
- 10 ○ “Security Guidelines for Operation of Information System,” effective November
11 12, 2018;
- 12 ○ “Service Guidelines,” effective June 1, 2007;
- 13 ○ “In-House Security Procedures,” effective November 12, 2018.
- 14 ○ “Acknowledgment about Company IP” signed by Choi
- 15 ○ “Data Protection Agreement” signed by Choi
- 16 ○ “Employment Agreement” signed by Choi

17 23. Nexon has filed copies of each of these documents in the Nexon Lawsuit, and the
18 documents are written in Korean. Attached as **Exhibit 3** are copies of each of these documents
19 as filed by Nexon in the Nexon Lawsuit, in their original Korean language.

20 24. Also attached as **Exhibits 4, 5, and 6** are certified, translated copies of the
21 “Employment Agreement” signed by Choi (Exhibit 4) and the “Acknowledgment about
22 Company IP” signed by Choi (Exhibit 5) and Park (Exhibit 6). I am familiar with the contents of
23 the original Korean language documents, and these translations accurately represent their
24 content. These documents each contain a “forum selection clause” stating that all disputes
25 relating to the agreements shall be exclusively heard before a Korean District Court.

26 25. The “Acknowledgment about Company IP” is an agreement that establishes the

1 rights of Nexon and its employee in relation to intellectual property creation activities (works,
2 developments, demonstrations, inventions, etc.) performed by the employee while working for
3 Nexon. Nexon signed the agreement with Choi and Park, respectively. Clause 2 of Article 5
4 (Miscellaneous) of the Acknowledgment about Company IP states that “In the event of a dispute
5 relating to this Agreement that cannot be resolved by consultation between the parties, any
6 disputes relating to the agreement shall be submitted to the exclusive jurisdiction of the Seoul
7 Central District Court as the court of the first instance.” The “Employment Agreement” is the
8 salary agreement signed by Choi with Nexon and includes the following provisions: obligation to
9 maintain confidentiality regarding the salary, term of the agreement, benefits, trade secret
10 compliance, and termination of agreement. Clause 4 of Article 7 (Miscellaneous) of the
11 Employment Agreement states that “In the event of a dispute between the parties relating to this
12 agreement, the parties shall attempt to resolve the dispute through mutual consultation. However,
13 if an amicable settlement cannot be reached by the parties, the Seoul Central District Court shall
14 have jurisdiction over the disputes.”

15 **OTHER PROCEDURAL CONSIDERATIONS**

16 26. Even if there were not already active lawsuits being litigated between the parties,
17 it is clear that, as a procedural matter, Nexon could sue Ironmace, Choi, and Park in Korea.
18 Ironmace has its principal place of business in Seongnam, Gyeonggi-do, in Korea. Seongnam is
19 a city near Seoul and is within the geographical jurisdiction of the Suwon District Court.

20 27. Ironmace is amenable to service of process in Korea, and in particular before the
21 Suwon District Court. I understand that Terence Park and Ju-Hyun Choi both live near Seoul
22 and are therefore amenable to service of process in Korea, and in particular in the Suwon District
23 Court.

24 28. Nexon also has its principal place of business in Seongnam, Gyeonggi-do, Korea,
25 and so the Suwon District Court is the most convenient place for Nexon to litigate.

26 29. Korea is a signatory to the Hague Convention of 18 March 1970 on the Taking of

1 Evidence Abroad in Civil and Commercial Matters. However, Korea has issued a reservation
2 that a Letter of Request issued for purposes of obtaining pre-trial discovery will not be honored.
3 This means any subpoena issued by a United States District Court directed to a third-party
4 residing in Korea will not be enforced by the courts in Korea. By contrast, under Korean law, a
5 Korean court would be able to compel evidence and testimony from third-party witnesses
6 residing in Korea.

7 I declare under penalty of perjury under the laws of the United States of America that the
8 foregoing is true and correct to the best of my knowledge.

9 EXECUTED at Seoul, Korea, this 22 day of June, 2023

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11 

12 _____
Eung Jun Jeon

EXHIBIT 1

Application for Temporary Injunction Against Trade Secret and Copyright Infringement

Obligee

Nexon Korea Corporation
7, Pangyo-ro 256beon-gil (Sampyeong-dong), Bundang-gu, Seongnam-si, Korea
CEO: Jeong Heon Lee
Counsel for Obligee Company
Attorney Hyeon Ho Eun
(Phone: 02-3703-1068 Mobile: 010-3194-****
Email: hheun@kimchang.com)

Attorney Min Jeong Park
(Phone: 02-3703-4609 Mobile: 010-7469-****
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Attorney Cheon Woo Son
(Phone: 02-3703-4972 Mobile: 010-3445-****
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Attorney Won Kim
(Phone: 02-3703-1512 Mobile: 010-8913-****
Email: wkim@kimchang.com)

Attorney Jin Seok Ju
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Attorney Soo Yong Lee
39, Sajik-ro 8-gil, Jongno-gu, Seoul (Naedaemun)
(Phone: 02-3703-5820 Mobile: 010-3707-****
Email: sooyong.lee@kimchang.com)

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- Obligor
1. IRONMACE Co., Ltd.
(Main Office: Sampyeong-dong Pangyo Tower Suites 401-402) 16, Pangyo Station Road 192beon-gil, Bundang-gu, Seongnam-si, Korea
Corporate Representative: Terence Seungha Park, inside director, a U.S. national
 2. Ju-Hyun Choi (840119-*****)
(Yatap-dong Mokryeonmaeul Hanil Apt. #302-1402) 645, Pangyo-ro, Bundang-gu, Seongnam-si, Korea
 3. Terence Seungha Park, inside director, a U.S. national
(Secho-dong Seocho Paragon Apt. #1004) 29, Seocho-daero 74-gil, Seocho-gu, Seoul, Korea
[Registered address: (Secho-dong Seocho Paragon Apt. #1007) 29, Seocho-daero 74-gil, Seocho-gu, Seoul, Korea].

Amount in controversy: KRW300,000,000

The gist of the right of conservation: Trade Secret Infringement Injunction Claim

Purpose of Application

We seek a trial judgment that:

1. Obligor IRONMACE Co., Ltd. shall not make the game (released under the title “Dark and Darker”) available to the general public, nor shall it promote, advertise, adapt, reproduce, distribute, transmit, or provide, assign or license it to any third party.
2. Obligors shall not use each of the information listed on [Separate Sheet 2] or provide or disclose it to any third party.
3. Obligors shall release from their possession, and cause to be released to the custody of an bailiff authorized by the Obligee, documents and files relating to each of the information listed on [Separate Sheet 2] that are kept in their homes, offices, headquarters, branches, sales offices, factories, warehouses, or stored on storage media in their possession or on computers, mobile phones, or accessible external servers.
4. If Obligor IRONMACE Co., Ltd. violates the order in Paragraph 1, it shall pay Obligee KRW500,000,000 for each day of the violation.
5. If the Obligors violate the order in Paragraph 2, pay to each Obligee KRW100,000,000 for each day of such violation.
6. The costs of this Application shall be borne by the Obligors.

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Reason for the Application

I. Status of the Parties

1. Obligee Company

Obligee NEXON Korea Corporation (hereinafter referred to as “Obligee Company”) is a game company established in December 1994, engaged in the production and distribution of game software (Plaintiff’s Exhibit 1: Certified Corporate Register of NEXON Korea Corporation). The Obligee Company has been providing and servicing various excellent game contents such as “The Kingdom of the Winds,” “MapleStory,” and “KartRider.”

2. Obligors and Obligor Company

Obligor Ju-Hyun Choi and Obligor Terence Seungha Park (hereinafter collectively referred to as the “Obligors”) are individuals who were engaged in game development at Obligee Company. Since joining Obligee Company on April 16, 2018, Ju-Hyun Choi has been performing duties such as a game development director, and since August 2020, he has been performing duties as a director of Obligee Company’s new FPS-RPG¹ game development project (hereinafter referred to as the “**P3 Project**” and the game being developed through the P3 Project is referred to as the “**P3 Game**”) as the Team Leader of the new P3 Team in the ROOT office of Obligee Company’s development headquarters.

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¹ FPS stands for First-Person Shooter, which is a combat game played from the perspective of the character in the game (first-person perspective), and representative games include “Sudden Attack” by Obligee Company, “Special Force” by Dragonfly, and “Overwatch” by Blizzard. RPG stands for Role-Playing Game, which is a game in which players control a character assigned to them, and representative games include “MapleStory” by Obligee Company, “Lost Ark” by Smilegate, and “Diablo” by Blizzard.

Beware of personal information leaks; Submitted by Hyeon Ho Eun, Min Jeong Park, Cheon Woo Son, Won Kim, Jin Seok Ju, and Soo Yong Lee;
Submitted at 5:15PM on Apr 14, 2023; Printed out by Dong Hwan Shin; Downloaded at [time cut off] on [MM DD cut off] in 2023

From December 2020 to June 2021, Obligor Ju-Hyun Choi unauthorizedly leaked more than 11,000 materials, including build files² and source code³, which are core trade secrets related to Obligee Company's P3 Game, and furthermore engaged in acts of malfeasance in office, such as asking P3 Team members to leave the company. Obligor Ju-Hyun Choi's actions caused Obligee Company to suffer tremendous damage, including the suspension of the P3 Project, and Obligor Ju-Hyun Choi was dismissed from Obligee Company around July 2021.

Obligor Terence Seungha Park⁴ joined Obligee Company on May 1, 2020, and has been working on game planning and other tasks since then, and has been working on development as a subgroup lead ("Part Lead") of the P3 Project. Obligor Seung Ha Park left from Obligee Company on August 10, 2021, shortly after Obligor Ju-Hyun Choi departed from Obligee Company, and on October 20, 2021, he established Obligor IRONMACE Co., Ltd. (hereinafter referred to as the "Obligor Company") to operate the game software production and distribution business like Obligee Company, and took office as the corporate representative of the Obligor Company (Plaintiff's Exhibit 2: IRONMACE Certified Copy of the Corporate Register).

As such, the Obligors were part of the Obligee Company's 'P3 Team,' which left the company around July 2021 - August 2021, and are now all part of the Obligor Company.

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² "Build files" refer to the process of converting a game into an actual executable form. The build file is responsible for converting the source code into an executable file that a computer can understand. A build file contains all the files needed to run a game and is typically used when selling or distributing a game. Build files can also store various settings that game creators need when running their game. For example, the game resolution, graphics quality, audio settings, and more can be preset and automatically applied when the game runs. Build files are one of the most important steps in the game creation process and are essential when it comes time to running of the game.

³ Source code is the set of instructions that make up a computer program, usually written in text format. In game creation, source code contains the functionality and logic needed to implement a game. Source code is the foundation for creating a game, and it contains the instructions for implementing all of the game's features. For example, it includes features such as game character movement, collision detection, interaction, and UI design. These features are written in source code using a programming language.

⁴ Obligor Terence Seung Ha Park is a United States citizen, hereinafter referred to as "Obligor Seung Ha Park."

On the other hand, Obligor Company is a company established on **October 20, 2021**, and is a corporation registered with the Seongnam District Court of Suwon for the purpose of ‘game software development, supply and service business, etc.’ (Plaintiff’s Exhibit 2: IRONMACE Certified Copy of the Corporate Register), and it is understood that about 10 members of the P3 Team, including Obligor, are affiliated with Obligor Company.

II. The importance and urgency of this case

1. Obligor Ju-Hyun Choi unauthorizedly leaked more than 11,000 key trade secrets related to Obligee Company’s P3 Project, which Obligor used and consulted for their reference to create a Dark and Darker Game that is extremely similar to the P3 Game in an unusually short period of time, and then they are now attempting to release it.

The Obligee Company has been developing the P3 Game with a huge amount of cost, effort, and time. The P3 Project started the Prototyping stage in August 2020, and in recognition of its potential for success, it entered the Headquarters Test on April 26, 2021, the Milestone Review on April 29, 2021, the Pre-Production stage on May 11, 2021, and the Kickoff as a formal project in June 2021.⁵ In particular, Obligee Company has conducted several evaluations of the P3 Game through its development strategy team (a separate department outside of the P3 Team), and has communicated to the P3 Team that the results are positive and that it will expand the team size.

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⁵ Internally at Obligee Company, we divide game development into the following stages.

1. Pitching: Making a proposal to start a new project
2. Prototyping: A step to validate the project’s potential for success.
3. Pre-Production: The stage in which the project’s formal code is issued and development costs begin to accumulate; the stage in which the quantitative goals of the project are finalized, and a detailed development plan is formulated.
4. Production: The stage where you commit full-time staff and development dollars to development.
5. Post-Production: The first public release (distribution) of the game to users and the final polishing of the game.
6. Live: When we go live and start to generate revenue.

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Under these circumstances, Obligor Ju-Hyun Choi **intensively leaked, without authorization, source code** related to the P3 Project during the period from May 31, 2021 to June 23, 2021, and **coaxed** the members of the P3 Team to **leave the company en masse** and create a similar game during the period from June 23, 2021 to October 25, 2021. The Obligors subsequently departed from the Obligee Company and established the Obligor Company for the purpose of developing game software, etc., on October 20, 2021.

Obligor developed the Dark and Darker Game at a breakneck pace⁶ **without ever going through the game planning phase, which could even takes several years or more in case of longer development, and released the first test⁷ via “Steam”⁸ in August 2022, just nine months after its founding** (Plaintiff’s Exhibit 3 at 1: Steam announcement regarding the first test of Dark and Darker), and **released a highly refined Dark and Darker Game in late September 2022.** (Plaintiff’s Exhibit 3 at 2: Steam announcement regarding Dark and Darker 2nd Test; Plaintiff’s Exhibit 3-2: Screen shot capture from *Pungwollyang*’s broadcast about Dark and Darker). However, the **Dark and Darker Game is very similar to the P3 Game, not only in its basic story, genre, and concept, but also in its specific components.**

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⁶ It’s like going straight to build the foundation of a huge building without going through the steps of creating a blueprint.

⁷ A gaming-related platform operated by Valve Corporation in the United States that allows users to purchase and manage games, as well as provide community features such as chat and broadcasting.

⁸ These are tests that are run to test game performance, balance, etc., and to get ratings and feedback from users.

The Obligors and the Obligor Company created the Dark and Darker Game by misappropriating the Obligee Company's trade secrets, which were unauthorizedly leaked by Obligor Ju-Hyun Choi (as discussed later, this constitutes an act of infringement of the P3 Game's work product and an act of unfair competition by unauthorized use of a work product).

The most challenging part of game development is arguably the initial planning phase, where the core goals of the entire game, such as theme, settings, and worldview, are envisioned, and the gameplay and fun elements that run through them are validated. The games serviced in the market are the ones that have survived this grueling process and that is why they are now available to users. Far too many projects are abandoned because they can't withstand the limitations of time, money, and other resources required to endure the reiterative process of trial and error during this initial planning phase.

As employees of the Obligee Company, the largest game company in Korea, the Obligors had been developing the P3 Game with a wealth of support and stability within the walls of the Obligee Company. As the P3 Game was nearing the end of its planning phase, the Obligors became convinced of the marketability of the P3 Game and wanted to leave the Obligee Company and create a game that was very similar to the P3 Game and hog the huge profits to themselves alone. To this end, they leaked materials related to the P3 Project, encouraged team members to leave the company en masse, and actually formed a new entity, Obligor, which utilized and referenced the early planning stages that had been conducted within Obligee Company, and in approximately nine months, a period of time that would have been impossible without doing so, created a highly refined Dark and Darker Game (extremely similar to the P3 Game), conducted user testing, and is now about to release it.

2. Obligee Company has suffered great losses, while the Obligors and the Obligor Company are on the verge of releasing the game and acquiring illegal profits, so urgent action is required about this.

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Submitted at 5:15PM on Apr 14, 2023; Printed out by Dong Hwan Shin; Downloaded at [time cut off] on [MM DD cut off] in 2023

In July 2021, the Obligee Company filed a criminal complaint against Obligor Ju-Hyun Choi for infringement of trade secrets, etc., and applied for a provisional seizure. All of the provisional seizures were granted and enforced (Plaintiff's Exhibit 4: Provisional Seizure Decision against Obligor Ju-Hyun Choi), and on March 2023. In early March of 2023, the seizure and search was carried out by issuing a warrant from the Seongnam Branch Court of the Suwon District Court (Plaintiff's Exhibit 5: Yonhap News Agency article dated March 8, 2023 - Police seize and search IRONMACE, 'Suspected of leaking Nexon project'). On March 3, 2023, Obligee Company also filed a provisional seizure against Obligor Seung Ha Park for infringement of trade secrets, which was also cited and enforced (Plaintiff's Exhibit 6: Obligor Seung Ha Park provisional seizure decision). In addition, Obligee Company requested a takedown under the U.S. Digital Millennium Copyright Act⁹ from Valve Corporation of the United States, the operator of Steam, and Valve Corporation accepted the request, and the Dark and Darker Game is currently suspended from Steam (Plaintiff's Exhibit 7: ZDNet article dated March 27, 2023 - Dark and Darker Game Shut Down on Steam).

Nonetheless, the Obligor Company is rushing to release the game with no regard for the issues raised, legal actions, etc., regarding the Obligee Company's unlawful conduct to move forward, and is announcing that it will soon conduct additional tests (Plaintiff's Exhibit 8-1 and 8-2: Obligor Company's announcement regarding additional tests). In addition, the Obligor Company filed a lawsuit against the Obligee Company for copyright infringement confirmation and business obstruction prohibition on March 31, 2023 in the Suwon District Court without any proper contents (1 of Plaintiff's Exhibit 9: Obligor Company's Complaint), and filed an application for a temporary injunction against business obstruction on April 10, 2023 (2 of Plaintiff's Exhibit 9: Obligor Company's Application for Temporary Injunction).

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⁹ Digital Millennium Copyright Act (DMCA)

What the Obligor Company is doing is ignoring the law and trying to make money by offering Dark and Darker Game that were created by infringing the Obligee Company's trade secrets (there are similar platforms outside of Steam, and it's not hard for the Obligor Company to set up its own infrastructure, so the Obligor Company can release Dark and Darker Game at any time).

The Obligors have previously stated that they will "provide early access"¹⁰ to the Dark and Darker Game starting April 2023," and have already conducted four rounds of testing (Plaintiff's Exhibits 10-1 and 10-2: Article related to Dark and Darker Game development progress), **meaning that the Dark and Darker Game is very close to release, imminent just around the corner.** The Obligee Company have suffered tremendous harm as a result of Obligor Ju-Hyun Choi's unauthorized leaks, including being forced to terminate the P3 Project; rather, the Obligors are seeking to gain illegal profits by forcibly pushing on the production and release of the Dark and Darker Game, which contains all of the key components of the P3 Game, despite the ongoing criminal complaint and investigation against Obligor Ju-Hyun Choi (as if they had lawfully taken over by succeeding to the P3 Project).

3. This is an important case that is bound to have a significant impact on not only the domestic game industry, but also all cultural industries.

If the Obligors' and Obligee Company's behavior is deemed acceptable, game developers will be able to work on a game project with a company, with an abundant infrastructure and support, with no risk, and then, when they think the project is going to be successful, they will be able to secretly leak project-related materials, have the development team leave en masse, and then produce and release the same game that infringes their trade secrets in order to reap the fruits of their labor; and this type of behavior will become rampant and pervasive.

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¹⁰ Early Access: A service that lets you play games before they're fully developed.

Once that unfolds, the damage to a game company will be indeed staggering. It will be impossible to trust game developers to carry out projects, internal agitation and conflict will be rampant, and there will be a pervasive perception that it is better to hijack a third-party project than to develop a game on their own at great expense and risk of failure for a long period of time. Furthermore, this symptom will not be limited to the game industry, but will appear in the entire content industry, which is produced with a large number of people and costs, and it is crystal clear that the Korean content industry, which has been growing a lot, will not grow anymore and will stagnate.

In addition to the legal aspects of trade secret infringement, copyright infringement, etc., this case is also very important from the point of view of the huge damage to the Obligee Company as well as the healthy growth of the Korean content industry.

III. How This Has Unfolded

1. Obligee Company's P3 Project

Obligee Company started Project P to develop a new FPS-RPG genre game in August 2020, and the Obligors worked as **members of the P Team dedicated to the above P Project.**

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A P3 Game has a basic storyline of “a bunch of adventurers hear rumors of great riches to be had, so they form a band (“party”)¹¹, enter a dangerous dungeon¹² with monsters, and escape alive with valuable loot” and has the following specific features (internal source for P3 Games; more specific game details later).

Category	Contents
Fall into the genre of PvPvE ¹³	Basically a competition between users (Player vs Player). However, it is also a genre that requires players to fight against the environment (e.g., monsters).
FPS and RPG elements coexist	When defeating an opponent, you have to aim and hit them, not just show them an attack to take them down (FPS genre), and you have to grow and progress through the adventure by acquiring items (RPG elements).
Where the game starts, etc.	Multiplayer game, with parties of up to 3 people, and the ability to interact with other players in taverns and more.
Class (Profession)	Based on a fantasy setting, the game will feature a total of six classes: Fighter, Barbarian, Wizard, Cleric, Rogue, and Ranger, each with unique features/abilities, and users will choose to play as one of the six classes.

Obviously, at the time of the P3 Project, there were no published games with all of these characteristics, and as of today, we know of no such games other than the Obligor Company’s Dark and Darker Game.

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¹¹ A party is a group of players of different or the same class and level who work together to accomplish the same goal.

¹² A dungeon is a type of map, often found in role-playing game (RPG) games, that refers to an underground labyrinth. Dungeons are represented as dangerous areas with many monsters and buried treasure, and can take many forms, including caves, man-made structures, forests, mountain passes, etc., [Source: Wikipedia]

¹³ It stands for Player vs Player vs Environment.

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Obligee Company assigned more than 20 dedicated employees to the P3 Project and invested at least KRW1.1 billion in development costs alone from August 2020 to May 2021 (Plaintiff's Exhibit 11: Obligee Company's investment in the P3 Project). However, about the end of June 2021, Obligee Company found that Obligor Ju-Hyun Choi, the team leader of the P3 Team, unauthorizedly leaked key materials such as game build files and source code of the P3 Game, and the P3 Project is currently halted because of that reason.

2. Unauthorized leaks of P3 Game build files, source code, etc., by Obligor Ju-Hyun Choi

Obligor Ju-Hyun Choi unauthorizedly leaked materials such as build files and source code, which are core trade secrets related to Obligee Company's P3 Game, between December 2020 and June 2021.

Despite the fact that the Obligee Company are strictly prohibited from releasing materials related to each project they undertake to develop new games (see Plaintiff's Exhibits 12-1 through 12-5: Security Regulations of Each Obligee Company), Obligor Ju-Hyun Choi engaged in the practice of siphoning off key deliverables of the P3 Project for his own private use, and unauthorizedly leaked an **enormous amount of P3 Project-related materials** (hereinafter, the Obligee Company's information contained in the above materials is referred to as the "Subject Trade Secret Information")¹⁴, totaling **11,602 pieces** (Plaintiff's Exhibit 15: Complete List of Materials Leaked by Obligor Ju-Hyun Choi).

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¹⁴ More specifically, ① Obligor Ju-Hyun Choi unauthorizedly leaked 2,747 **P3 Project build files** from the Obligee Company's Jenkins server to his personal server located in Seosan City (hereinafter referred to as the "Seosan Personal Server") from April 4, 2021 to June 18, 2021 [Exhibit 1: Log record of file transfer from Jenkins server to Ju-Hyun Choi account (eetree); Exhibit 2: eetree.com domain account information]; ② From April 7, 2021 to May 11, 2021, Mr. Choi unauthorizedly leaked 1,719 P3 Project **build files** to a personal server built on his home PC (hereinafter referred to as the "home personal server," and the Seosan personal server and the home personal server are collectively referred to as the "personal server in this case"). ③ In addition, Obligor Ju-Hyun Choi unauthorizedly leaked **source code, artifacts**, and other materials related to the P3 Project to his Seosan personal server on a total of 20 occasions during the period from May 31, 2021 to June 23, 2021 (Exhibit 14: Obligor Ju-Hyun Choi's external GIT server access log).

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In July 2021, Obligee Company learned of the above facts and requested Obligor Ju-Hyun Choi to return the Subject Trade Secret Information (Plaintiff's Exhibit 16: Obligee Company's proof of content dated July 9, 2021)¹⁵, but Obligor Ju-Hyun Choi refused to do so and deleted all materials on his personal server, and even took elaborate measures to prevent forensic analysis (Plaintiff's Exhibit 17: Disciplinary Committee Transcript dated July 12, 2021). Furthermore, from June 23, 2021 to July 25, 2021, Obligor Ju-Hyun Choi conducted one-on-one interviews with all members of the P3 Team (with Obligor Seung Ha Park present on occasion), during which he encouraged the P3 Team members saying "Let's go out and develop a game similar to the P3 Game," and also mentioned attracting outside investments.

As such, Obligor Ju-Hyun Choi unauthorizedly leaked Obligee Company's trade secrets outside of the designated location, even though he was obligated to keep Obligee Company's trade secrets confidential as an employee of Obligee Company. Obligor Ju-Hyun Choi himself failed to deny this unauthorized leak (Plaintiff's Exhibit 17: Disciplinary Committee Transcript dated July 12, 2021), and as a result, Obligor Ju-Hyun Choi was subjected to a disciplinary action dismissed from Obligee Company around July 2021 (Plaintiff's Exhibit 18 at 1: Obligor Ju-Hyun Choi Personnel Card).

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¹⁵ As discussed later in Section 3, the Obligee Company had no choice but to suspend the P3 Project if additional leaks to third parties were discovered, so it was urgent (even more than the legal response to Obligor Ju-Hyun Choi) for the Obligee Company to confirm whether the P3 Project materials had been leaked, and asked Obligor Ju-Hyun Choi not to delete the relevant materials so that it could find out whether additional leaks had occurred.

[Plaintiff's Exhibit 17: Disciplinary Committee Transcript dated July 12, 2021 (excerpt)]

Dae Hwon Kim: No, I was asking, did you copy that? The build will automatically go there too, ...

Ju-Hyun Choi: **The builds are automatically uploaded, right,** because we wanted to deploy. This is also something that I asked Yong Ik Jung, and it was very slow for people to download from outside, I mean, if downloaded through Teams by those working from home. But of course, this is the first problem. In a way, people working from home downloading the build and testing it was something for efficiency, but now I think people here will say that of course you guys should have done it by remote connection. And like I said, that's my fault, but the process was so slow that I had to **transmit it over FTP** to be able to test it, and I'm sure everyone on the team is aware of that, because if I'm going to test it at 2:00 and I'm now going to kick off a test mode to proceed, downloading comes in and take time, and we end up starting at 2:30. That happened a lot, quite a lot, quite frequently. So, people would say like, "Oh, it's so slow, it's so inconvenient, it's so slow. And we kept saying that a lot, so we tried to figure out how to fix it, and that's what we did because there's no support that we can get from outside the company.

Dae Hwon Kim: It's not like that we don't have support, **but we've been telling you not to do it, security-wise.** It's all about tradeoffs.

Ju-Hyun Choi: **That was a mistake on my part.** Like I said a moment ago, I was too greedy and I was too complacent about security.

(skipped here)

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Dae Hyeon Kang: Wouldn't it be clearer to just open that up so we can be sure?

Ju-Hyun Choi: As to me giving it to you now, I can do it now, but **I've already deleted everything**, but if you want to see that, at least, even that, then, I can give you that. I **ve already cleaned up all my personal equipment, all the computers that were used there. There's nothing left**, from my point of view.

(skipped here)

Dae Hwon Kim: From the audit, did you say anything to Mr. Joo about what it would mean if he were to remove this material?

Jung-Young Lee: Yes, we do.

Dae Hwon Kim: What did you say?

Jung-Young: I **mentioned that it could be seen as an attempt to spoil evidence**, and I **mentioned that the server itself would have to be given to us without any data being manipulated or deleted**.

Dae Hwon Kim: So you deleted it even though you'd heard enough about it?

Ju-Hyun Choi: I didn't think of it as spoliation of evidence.

3. Establishment of the Obligor Company and unveiling of the Dark and Darker Game

Due to Obligor Ju-Hyun Choi's refusal to return the Subject Trade Secret Information and deletion thereof, the Obligee Company was unable to determine whether the Subject Trade Secret Information had been further leaked to a third party, and the P3 Project was discontinued because the Obligee Company was unwilling to take the risk of someone obtaining the above information and releasing a game similar to the P3 Game first, thus preempting the market.

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Subsequently, Obligor Seung Ha Park also departed from the Obligee Company on August 9, 2021 (Plaintiff's Exhibit 18-2: Obligor Seung Ha Park Personnel Card), and (i) the Obligor Company was formed on October 20, 2021, shortly after the Obligors' departure, and (ii) the Obligors all work for the Obligor Company (Plaintiff's Exhibit 19 at 2: Business Card of Obligor Ju-Hyun Choi), and (iii) the game unveiled by the Obligor Company on August 19, 2022, called Dark and Darker, bears a **striking resemblance to the P3 Game, not only in its basic story, genre, and concept, but also in its specific game components and even in many of its images**, as discussed in more detail later.

Obligor unveiled the Dark and Darker Game less than a year after its establishment, while the P3 Game was unveiled on August 5, 2021, merely with a short video of about 35 seconds to some reporters, but **no specific planning contents, artwork¹⁶, source code, etc., were revealed at all, and¹⁷, until now, no game with the same concept and genre as the P3 Game has been released.** Nevertheless, since the two games are extremely similar, it is clear that Obligor used or consulted for their reference the planning documents, planning contents, artwork, source code, etc., of the P3 Game. As the Obligee Company feared, the Obligor Company, through Obligor Ju-Hyun Choi, fraudulently obtained and used the Obligee Company's Subject Trade Secret Information.

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¹⁶ Art Resources refer to elements such as graphics, images, animations, sounds, etc., that are used in your game, and which greatly determine the quality and impression of your game.

¹⁷ The Obligee Company told reporters that they were only allowed to "capture and use images."

IV. Right of Conservation - Trade Secret Infringement Injunction Claim

1. Legal Principles regarding the Use of Misappropriated Trade Secret

The “use” of a trade secret is an act that can be specifically identified as an act that **directly or indirectly uses the trade secret in business activities, such as by using it in business activities such as the production and sale of goods, or by using it in research and development projects, according to the original purpose of the trade secret** (Supreme Court decision on June 9, 1998 98 *Da* 1928). The act of using a trade secret includes not only producing a product by simply copying a technology that is a trade secret, but also saving time and money in product development, such as reducing trial and error or omitting necessary experiments by referring to another person’s trade secret (Supreme Court decision on September 10, 2017 *Da* 34981). In other words, it is the position of the legal authority that even mere “consulting” to a trade secret “for a reference” can constitute use by misappropriation.

2. The trade secret nature of the Subject Trade Secret Information and Obligor Ju-Hyun Choi’s duty of confidentiality

Any materials related to the Obligee Company, such as game build files and source code materials related to the P3 Project, have been produced with the resources and expenses of the Obligee Company and are important assets of the Obligee Company to which the Obligee Company retains the rights. In particular, in the field of games, materials such as game build files and source code of projects in the process of development are core trade secrets that must never be leaked to the outside world.

In addition, Obligee Company has effectively implemented technical, administrative, and physical security measures for information in accordance with security regulations such as various security guidelines and information protection regulations, and has thoroughly implemented security measures for materials related to P3 Projects.

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In other words, the **Subject Trade Secret Information relating to the P3 Project constitutes a trade secret of the Oblige Company that is economically useful, nonpublic, and managed to keep it confidential.**

As an employee of the Oblige Company, Obligor Ju-Hyun Choi is obligated to keep the important assets and trade secrets of these companies secret, and not to disclose or divulge them to any third party or use them for purposes other than company business or for the benefit of third parties, both during his employment and after his departure. Obligor Ju-Hyun Choi's obligations are also set forth in the Information Protection Pledge signed by Obligor Ju-Hyun Choi, as well as the Information Protection Regulations, Security Guidelines, and Annual Salary and Employment Agreement (Plaintiff's Exhibit 20:1: Information Protection Pledge of Ju-Hyun Choi; Plaintiff's Exhibit 20:2: Annual Salary and Employment Agreement of Ju-Hyun Choi).

[Plaintiff's Exhibit No. 20 at 1: Information Protection Pledge of Ju-Hyun Choi (Excerpt)]

2. I will not access any information or facilities that the Company has not expressly authorized me to access, and I will comply, without fail, with the Company's regulations, guidelines, procedures, etc., related to information protection (hereinafter referred to as the "Information Protection Policy"), and if necessary to protect the Company's trade secrets, its scope will include the Internet, telephone, electronic documents (including email, messenger, fax contents and information sent and received, etc., I accept that the Company may impose certain restrictions or controls on the use of communication facilities such as e-mail, messenger, fax, and electronic documents (hereinafter referred to as "electronic documents, etc."), and I consent that the Company may impose such controls in compliance with the applicable procedures only in cases that fall within the purposes set forth in the Company's Information Protection Policy.

[Plaintiff's Exhibit 20, Exhibit 2: Ju-Hyun Choi's Annual Salary and Employment Agreement (Excerpt)]

Section 5 (Obligation to Maintain Trade Secrets, etc.)

(1) Employee shall not disclose the Company's confidential information acquired during their employment to third parties, neither during their employment nor after departure.

The employee shall not bring a third party's trade secrets or the Company's trade secrets into the Company or take it out of the Company without the permission of the right holder.

3. Trade secret infringement by Obligor Ju-Hyun Choi

Obligor Ju-Hyun Choi didn't just unauthorizedly leak the Subject Trade Secret Information, he suggested that everyone on the P3 Project team leave the company and develop a game similar to P3, which they did, creating a Dark and Darker Game that was very similar to P3.

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In light of these circumstances, it is clear that Obligor Ju-Hyun Choi had the purpose of obtaining unfair profits or causing damage to Obligee Company by leaking and referring to the Subject Trade Secret Information, which involved Obligee Company’s resources, efforts, and expenses, to develop a game similar to the P3 Game.

As such, even though Obligor Ju-Hyun Choi had an obligation to keep the Subject Trade Secret Information secret in his relationship with Obligee Company, he **violated that obligation** for unjust purposes, **leaked the Subject Trade Secret Information to a private server that was easily accessible from the outside, and developed the Dark and Darker Game with Obligor Seung Ha Park and others using the Subject Trade Secret Information in order to obtain dishonest profits,** as described later in Paragraph 4. These acts constitute trade secret infringement under Article 2, Subparagraph 3(e) of the Act on Prevention of Unfair Competition and Protection of Trade Secrets (hereinafter referred to as the “Unfair Competition Prevention Act”)¹⁸ .

4. Trade secrets infringement by Obligor Seung Ha Park and the Obligor Company – with a focus on the similarities between the Dark and Darker Game and the P3 Game

Obligor Seung Ha Park was on the same P3 Team as Obligor Ju-Hyun Choi, and was well aware that the Subject Trade Secret Information was a trade secret of the Obligee Company and should not be leaked to the outside world, and that Obligor Ju-Hyun Choi had engaged in unauthorized leak of trade secrets.

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¹⁸ Article 2 (Definitions) As used in this Act, the following terms have the following meanings.

3.”Trade secret infringement” means an act that falls under any of the following subparagraphs.

D. The act of using or disclosing a trade secret for the purpose of obtaining unfair profits or causing damage to the holder of the trade secret by a person who is obligated to keep the trade secret under a contractual relationship, etc.

Nevertheless, **Obligor Park and Obligor Company acquired the build files, source code, etc., of the P3 Project, which are the trade secrets and core assets of Obligee Company, from Obligor Ju-Hyun Choi, and then used (consulted) them (for their reference) to develop the “Dark and Darker” game, which is very similar to the P3 Game,** which constitutes trade secret infringement under Article 2, Subparagraph 3(e) of the Unfair Competition Prevention Act.

As explained earlier, in light of the facts, among others, that (1) Obligor developed the Dark and Darker Game only about nine months after its establishment, despite being a new company with no resources; (2) the P3 Game is very similar to the Dark and Darker Game, even though the details of the P3 Game have never been disclosed and there has never been a game with the same concept and genre as the P3 Game, the P3 Game and Dark and Darker Game are **very similar**, especially **in terms of design elements such as characters, to the extent that it is difficult to bring them into existence without consulting Obligee Company’s materials for their reference;** and (3) that the contents of the P3 Game can be fully understood from the materials leaked by Obligor Ju-Hyun Choi, it is clear that Obligor Seung Ha Park and the Obligor Company have fraudulently acquired and used Obligee Company’s trade secrets leaked by Obligor Ju-Hyun Choi.

Users have also reacted to comment that “It takes a lot of time to just build a worldview from scratch and brainstorm, so it **doesn’t make sense to alpha test it in less than a year**” that **“the quality of the game is too perfect for saying that it have been made in a year”** and that **“Dark and Darker looks a **lot like P3**”** or **“it’s exactly the same”** (Plaintiff’s Exhibit 21 at 1 through 5: Users’ Reactions to Dark and Darker).

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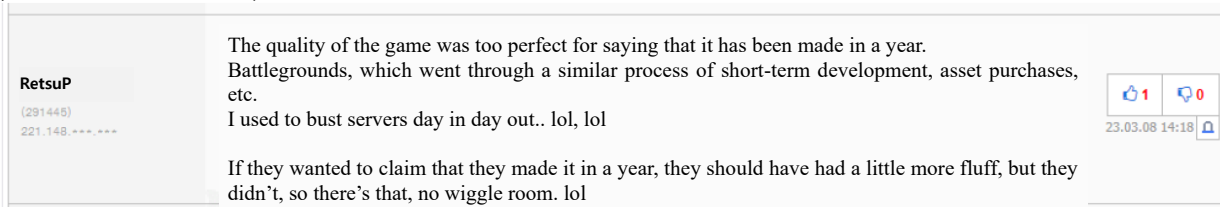
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[Plaintiff's Exhibits 21-1, 21-2, and 21-3: User Reactions to Dark and Darker Game - Development Period]

(Plaintiff's Exhibit 21-1)

Other responses included, "It takes a lot of time to build a worldview from scratch and brainstorm, and it doesn't make sense to alpha test it in less than a year," and "We should lean on not just code issues but also whether the conceptual framework of the game is also stolen."

(Plaintiff's Exhibit 21-2)



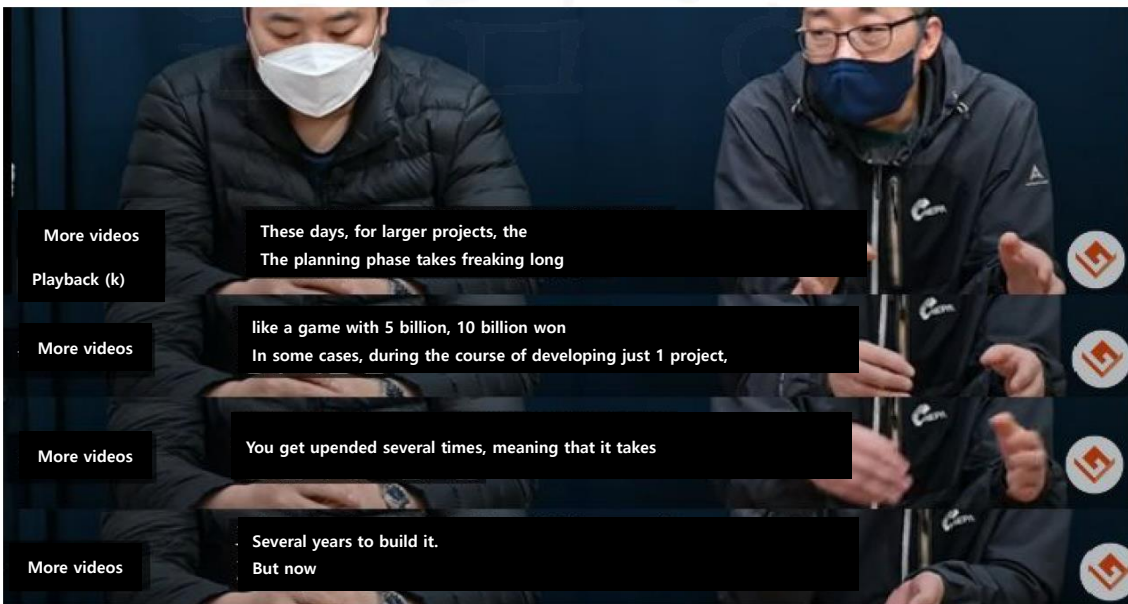
The quality of the game was too perfect for saying that it has been made in a year. Battlegrounds, which went through a similar process of short-term development, asset purchases, etc. I used to bust servers day in day out.. lol, lol

If they wanted to claim that they made it in a year, they should have had a little more fluff, but they didn't, so there's that, no wiggle room. lol

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(Plaintiff's Exhibit 21-3)



More videos
Playback (k)
More videos
More videos
More videos

These days, for larger projects, the planning phase takes freaking long like a game with 5 billion, 10 billion won In some cases, during the course of developing just 1 project, You get upended several times, meaning that it takes Several years to build it. But now

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[Plaintiff's Exhibit 21-4: User Reactions to the Dark and Darker Game - Similarities]

[A] Dark and Darker, it's a lot like this game.

o o (223.62) 2022.09.28 00:05:11



A similar genre game formerly known as Nexon Project P3
I thought it was in development and then canceled, is it actually

Hello Everyone

It's indeed exactly the same lol

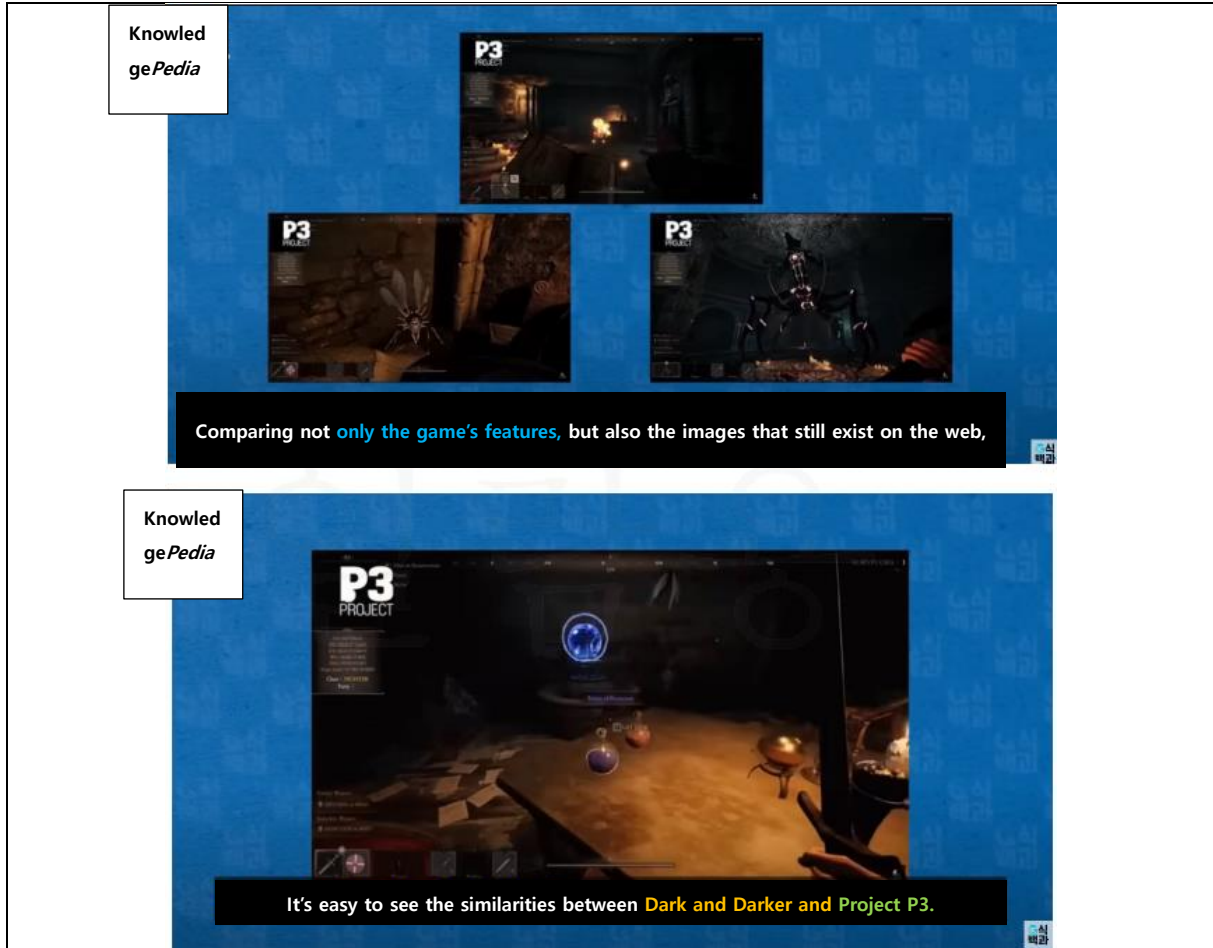
Pm



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[Plaintiff's Exhibit 21-5: User Reactions to the Dark and Darker Game - Similarities]



The Dark and Darker Game and the P3 Game are similar in a fair number of ways, but the following are some of the more notable similarities (please refer to the descriptions in [Separate Sheet 1] for more specific details)

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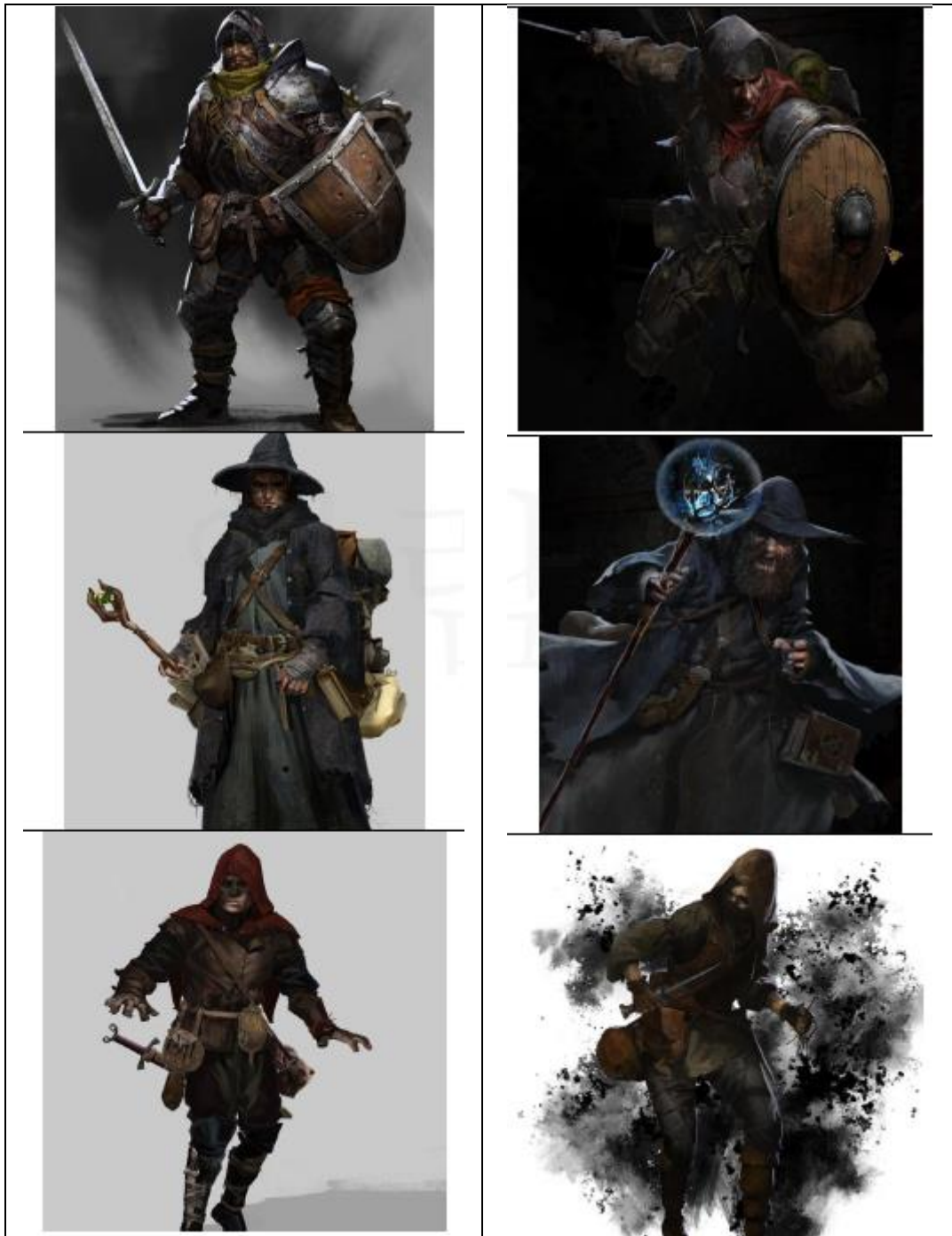
A. Design Elements: Characters in both games have a total of six classes (occupations), all of which are completely identical: “Barbarian, Cleric, Fighter, Wizard, Rogue, and Ranger,” and furthermore, the design and features of each class are very similar (Dark and Darker Game Character Images Plaintiff’s Exhibits 22-1 through 22-6).

<Comparing characters between two games>



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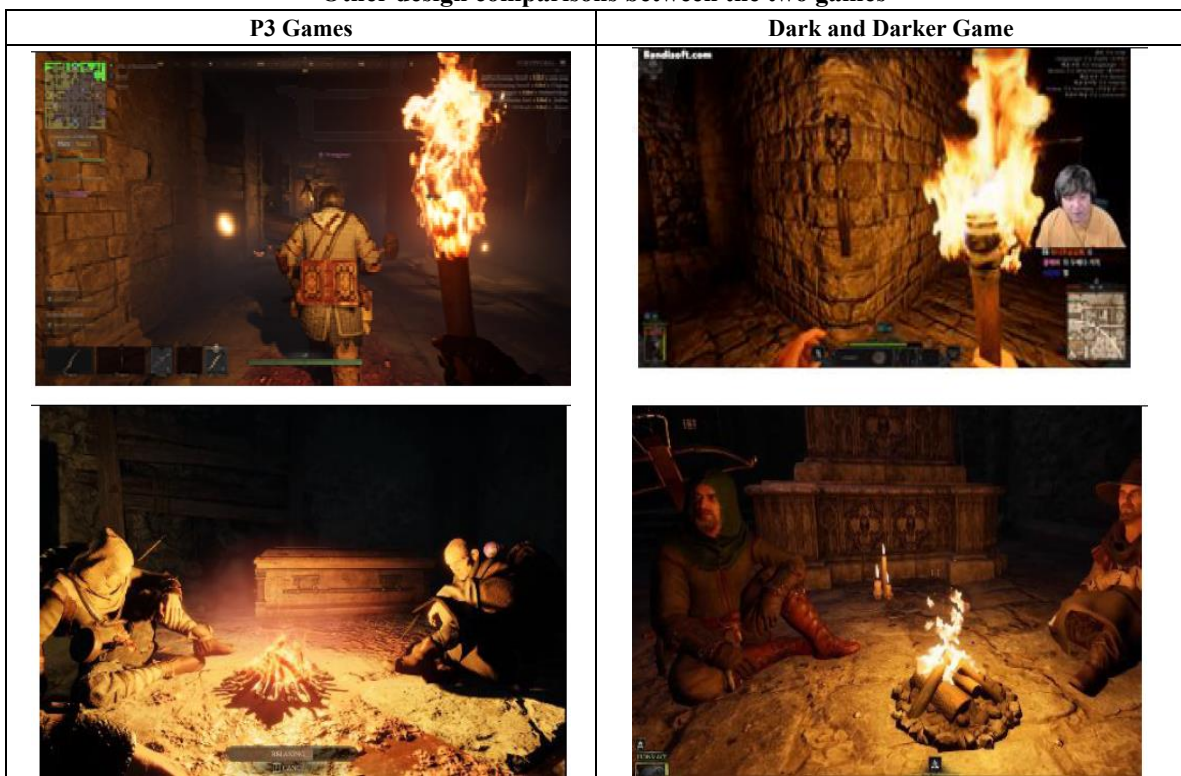


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<Other design comparisons between the two games



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B. Specific game elements: The introductory text of the P3 Game, the genre and concept of the P3 Game, the specific game rules, and the characteristics of each character are information that can be found in the P3 Game planning documents and have not been disclosed externally, but the introductory text, genre and concept, and specific game rules of the Dark and Darker Game are very similar to the P3 Game, as shown in the table below.

<What both games have in common>

Category	Contents
Belongs to the PvPvE genre	Basically, it's a game where you compete against each other (Player vs Player), but players also have to confront the environment (Environment, e.g., monsters, etc.).
FPS and RPG elements coexist	When defeating an opponent, you have to aim and hit them, not just show them an attack to take them down (FPS genre), and you have to grow and progress through the adventure by acquiring items (RPG elements).
Game Structure	It has a multi-level inverted pyramid structure, and when the game starts, users are randomly placed on the edge of the top level.

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Category	Contents
Where the game starts, etc.	Multiple players can join and form parties of up to three, and interact with other players in taverns and more.
Class (Profession)	Based on a fantasy setting, the game will feature a total of six classes: Fighter, Barbarian, Wizard, Cleric, Rogue, and Ranger, each with unique features/abilities, and users will choose to play as one of the six classes.
其他	Set in a dark, brick-based dungeon, with a configuration that makes heavy use of torches. Similar to the way potions (restorative medicines) are carried on your back to help you see in the dark and the effects of buffs when they are acquired. In addition, all interactions with in-game objects such as chests and doors are cast ¹⁹ , and equipping and replacing equipment takes a certain amount of time.

As such, Obligor Seung Ha Park (and the Obligor Company) were well aware that the Subject Trade Secret Information was the trade secret of the Obligee Company and should not be leaked to the outside world, and that Obligor Ju-Hyun Choi had engaged in unauthorized leak of trade secrets, After obtaining the build files, source code, etc., of the P3 Project, which are the trade secrets and core assets of the Obligee Company, from Obligor Ju-Hyun Choi, he used them to develop a game called “Dark and Darker” that is very similar to the P3 Game, which constitutes an infringement of trade secrets under Article 2, Paragraph 3 of the Unfair Competition Prevention Act.

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¹⁹ Casting means that a specific action must be applied for a “certain amount of time” to achieve the desired effect. For example, if a user wants to open a chest to get an item, pressing a specific button in front of the chest once is not enough to open the chest; the user must press a specific button in front of the chest for several seconds to open the chest.

V. Right of Conservation - Copyright Infringement Injunction Claim

1. Creative expressions protected by copyright law

Article 2, Subparagraph 1 of the Copyright Act defines a work as a “creative work expressing human thought or eapplication.” In other words, in order to be recognized for its originality, it must be a creative expression, and it suffices insofar as it is distinguishable from the existing works of other authors (Supreme Court Decision 94 *Do* 2238, November 14, 1995).

[Supreme Court decision 94 *Do* 2238 Nov. 14, 1995]

“In order for a work to be protected under the Copyright Act, it must be a work of authorship falling within the scope of literary, academic, or artistic works (Article 2, Subparagraph 1 of the Copyright Act), and as such, its originality is a requirement, but originality here does not refer to originality in the full sense of the word. In order to fulfill this requirement, it is sufficient if the work is endowed with the characteristic of being the product of the author’s own mental effort and is distinguishable from the existing works of other authors.”

2. Criteria for determining copyright infringement of game works

The Supreme Court has made a clear statement on the copyright infringement of game works and game works (also known as “game works”) in its decision of June 27, 2019, 2017 (hereinafter referred to as the “King.com decision”).

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In the King.com decision, the Supreme Court stated the legal principles that in determining whether a game is creative, “it is certainly necessary to consider not only the **originality of each of the components that make up the game**, but also whether the **components, as they are selected, arranged, and combined in the process of technical implementation according to a certain production intention and scenario, come together as a whole to the extent that the game itself has a creatively original personality that is distinct from other games and has arrived at the level of deserving protection as a work.**”

In particular, by explicitly referring to “rules” and their selection, arrangement, and combination in the determination of substantial similarity where only expression is to be judged, the court recognized that game rules, once embodied, can become expressions, not just remaining in the realm of ideas.

[Supreme Court decision 2017 Da 212095, June 27, 2019].

The Defendant’s Game **used the same selection, arrangement, and combination of key technically implemented components** as the Plaintiff’s Game, based on the creative production intent and scenario of the Plaintiff’s Game, by introducing the Hero Mode, Battle Levels, Egg Collection [Rules], Special Space [Rules], Bucket [Rules] (Stump [Rules]), Seed and Droplet [Rules] (Elf and Mushroom [Rules]), and Interference [Rules in] the same order as the Plaintiff’s Game.

The King.com decision was a stretching judgment rather than categorizing game rules as ideas, and **judged the originality of the game based on the integral set of components** represented in the plaintiff’s game, and ultimately overturned the trial court’s decision denying copyright infringement and upheld the defendant’s copyright infringement of the plaintiff’s game.

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3. Dark and Darker Game is a complete and intentional copy of key elements of the P3 Game.

The P3 Game is a game work protected by the Copyright Act because the selection, arrangement, and combination of various components in the process of technically implementing Obligee Company's production intentions and scenarios gives the game a distinctive character or personality that distinguishes it from other games. However, the Dark and Darker Game released by Obligor contains substantial similarities in the selection, arrangement, and combination of the main components of the P3 Game, which constitutes intentional imitation and plagiarism.

A. Creative Originality in P3 Games

P3 Games are based on a story arc where a bunch of adventurers hear a rumor of great riches, form a band ("party"), enter a dangerous dungeon with monsters, and escape alive with valuable loot.

Players form teams of a certain number of people, with multiple teams competing in a single game (**Player vs Player**), all the while battling monsters in a **dark dungeon** or trying to stay alive against a gathering poisonous cloud (**Player vs Environment**).

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In other words, users of P3 Games are essentially exposed to a sense of urgency due to threats from other users or monsters, and P3 Games have a variety of components that amplify this sense of urgency and make them more fun to play.

- (1) P3 Games allow multiple players to participate in a single game and form parties (alliances) of up to three players. At this time, each user/party can observe what classes or equipment other users/parties are utilizing in the tavern, and consider their strategy when encountering them in advance.
- (2) The dungeons in the P3 Game have a multi-level inverted pyramid structure. When the game starts, users are randomly placed at the edge of the top level of the dungeon. Each user then explores the interior of the dungeon to obtain loot, and after obtaining loot on a particular floor, the user can choose to move to the next floor and attempt to obtain greater loot, or to be satisfied with their performance so far.
- (3) When users are dueling with other users or monsters, they cannot simply press the attack button to attack the opponent, but must aim and hit the opponent accurately (an element of the FPS genre). If users can kill their opponents with simple controls, the tension of an encounter can be relaxed, but the pressure of aiming accurately at the opponent in a split-second makes it more difficult to let go of the tension.
- (4) Users will grow along with their adventures by acquiring various items (weapons, shields, shoes, potions, keys, etc.) that are pre-positioned in the dungeon (RPG genre elements). In other words, if a player only seeks safety without making efforts to acquire items, the player will be at a disadvantage in competition with other users, so users will constantly take risks and pursue growth.

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- (5) By setting the game in a dark brick-based dungeon, we've dimmed basic vision. Players can carry and use torches, or turn pre-placed torches off and on, meaning they'll be challenged to hunt, battle, and find items with limited vision within a dark environment, but they'll also be able to utilize light and darkness to their advantage.
- (6) When users interact with objects in the game, such as boxes and doors, all interactions are cast. Because of this feature, users are taking the risk of interacting with objects such as boxes, doors, etc., even though they don't know when an enemy is going to swoop in.
- (7) Even when users wear or replace the equipment, it is not easy to achieve this with a simple operation and takes a certain amount of time. Therefore, for the same reason as (6) above, the component about wearing/replacing the equipment increases the tension of users.
- (8) The P3 Game's professions (classes) consist of 'Fighter, Barbarian, Cleric, Rogue, Wizard, and Ranger,' and each class has its own unique features. Depending on various situations (one-on-one or many-on-many, large space or small space, dark or light, close to each other or far away, etc.), each class can leverage different advantages, and users should take advantage of them.²⁰

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²⁰ For example, Rogue has abilities that specialize in ambush, such as stealth and the inability to generate footsteps when "crouching," so players of Rogue may prefer to fight in dark spaces or complex structures.

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The P3 Game belongs to both the PvPvE genre and the FPS-RPG genre at the same time, and games of this genre are rare ((3), (4) above), and in addition, the P3 Game contains specific components that maximize the characteristics of the game, such as (1), (2), (5)~(8) above, and in addition, when you obtain a potion²¹, you can carry it on your waist, and the potion glows when you are in the dark, Buffs²² have a bubble-like visual effect when acquired, and can restore health when resting in front of a campfire; Skeleton Soldiers, Skeleton Archers, Spiders, Flying Insects, and Wraiths, Cave Trolls, etc., are used as rank-and-file monsters; and Wraiths, Cave Trolls, etc., are used as boss-level monsters.

The above components are selected, arranged, and combined according to the scenario intended by the game developer based on the basic story and concept of the P3 Game. The organic relationship of the components selected, arranged, and combined as above has a great impact on the user's experience, and the user can feel the tension and fun amplified by the organic relationship of each component, and the organic relationship of these components is not found in other prior games. It **is not necessary for these components to be functionally implemented**, so in a sense, P3 Games are game creations with distinctive features and personalities that are distinctly different from other games.

B. Substantial similarities between the P3 Game and the Dark and Darker Game

As described in Section IV (and in [Separate Sheet 1]), the Dark and Darker Game published by Obligor contains all of the above components of a P3 Game.

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²¹ In games, potions typically refer to items that restore or enhance a player's health, magic, stamina, or other states.

²² In games, a buff is a temporary increase in a character's or item's stats.

In particular, the visual design of each character, their features and their balance, the overall atmosphere of the dungeon, the application of each class, the shape of the torch, the hand gestures during the casting process, and the types and shapes of monsters are extremely similar, making it difficult for users to distinguish between the two games.

Obligors may have argued that each of these components existed in other games, but none of them were selected, arranged, and combined in a “P3 Game-like manner. Most importantly, the King.com decision rejected the approach of decomposing components or abstracting them into higher-level concepts to determine creativity. The King.com decision found copyright infringement by not abstracting from the components of the plaintiff’s game, but by determining the creativity of the game based on the integral set of individual elements that distinguish it from prior games.

As such, the P3 Game and the Dark and Darker Game are recognized as substantially similar.

4. Sub-conclusion

As shown above, the Obligors and the Obligor Company, without any authorization and without obtaining the permission or understanding of the Obligee Company, are infringing the copyright of the P3 Game held by the Obligee Company by creating, reproducing, distributing, and transmitting the Dark and Darker Game that is substantially identical and similar to the P3 Game held by the Obligee Company, and the Obligee Company has the right to seek an injunction against such acts (Article 123 of the Copyright Act).²³

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²³ Even if, for the umpteenth time, the creativity of the components asserted by the Obligee Company were negated, at a minimum, copyright infringement would be found for the visual design of each character as described in [Exhibit 1].

VI. Right of Conservation - Right to claim injunction against unauthorized use of work product (practice of unfair competition)

Article 2, Subparagraph 1(m) of the Unfair Competition Prevention Act (hereinafter referred to as “Subparagraph 1(m) of the Unfair Competition Prevention Act”) is a new provision in Article 2, Subparagraph 1(j) of the Unfair Competition Prevention Act, as amended by Act No. 1163 of July 30, 2013, which is a general provision to protect intangible achievements with emerging economic value and to make up for the failure of the legislator to define all acts of unfair competition, in order to regulate unfair competition in a timely manner to reflect changing notions of trade.

Specifically, Subparagraph 1(m) of the Unfair Competition Prevention Act requires that (1) the performance must have been created with substantial investment or effort; (2) the other party must use the performance for its own business without authorization; (3) the use must be contrary to fair commercial practices or competitive order; and (4) economic interests must be infringed by the unauthorized use.

In relation to ‘achievements, etc.’ (requirement (1) above), the Supreme Court has consistently held in recent judgments that Subparagraph 1(m) of the Unfair Competition Prevention Act is a provision to protect rights holders from new types of infringement, and therefore its scope should be interpreted broadly, as there are no restrictions on the types of ‘achievements, etc.’ and it may cover new types of outputs that were difficult to protect under conventional intellectual property laws (Supreme Court decision 2016 *Da* 276467, March 26, 2020; Supreme Court decision 2017 *Da* 217847, July 9, 2020; Supreme Court decision 2020 *Da* 220607, July 23, 2020; Supreme Court decision 2021 *Da* 310873, April 28, 2022, and others). In addition, the Supreme Court has held that in order for a method to constitute a “method contrary to fair commercial practices or competitive order” (requirement (3) above), it is necessary to comprehensively consider whether the right holder and the infringer are currently in competition or are likely to be in competition in the near future, whether such performance can be substituted in the market by the infringer’s goods or services, and whether there is a likelihood of confusion among consumers or traders (Supreme Court decision 2016 *Da* 276467, March 26, 2020).

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In this case, (i) Obligee Company's P3 Game's design content, components, and their organic combination constituted a **substantial investment and effort**, involving more than 20 dedicated employees and more than 1.1 billion won in development costs; (ii) **Obligors used Obligee Company's performance for their own business without authorization**; (iii) Obligors established a competing company, Obligor, and then attempted to preempt the market by unveiling and releasing a Dark and Darker Game that is very similar to the P3 Game, which is a substitute for the P3 Game, and such **conduct by the Obligors constitutes a method contrary to fair commercial practices or competitive order**; and (iv) as a result of the Obligors' unauthorized use, the Obligee Company is no longer able to maintain the P3 Project and will have to bear the damages caused by the discontinuation of the P3 Project without recovering any of the resources and expenses it has invested in the P3 Project, thereby infringing the **staggering economic interests of the Obligee Company**.

Therefore, these acts of the Obligors constitute an act of unauthorized use of the Work Product (Unfair Competition Prevention Act) under Subparagraph 1(m) of the Unfair Competition Prevention Act, and the Obligee Company has the right to seek Injunction against such acts (Article 4 of the Unfair Competition Prevention Act).

VII. The Necessity for Conservation

Obligor Ju-Hyun Choi unauthorizedly leaked Obligee Company's Subject Trade Secret Information to his personal server without Obligee Company's authorization and destroyed relevant evidence.

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Furthermore, Obligors solicited all 21 members of the P3 Team to leave the Obligee Company. In fact, Obligors founded the Obligor Company shortly after leaving Obligee Company, and the Obligor Company developed the Dark and Darker Game, which is very similar to the P3 Game. In addition to the Obligors, about 10 members of the P3 Team are now identified as working for the Obligor Company.

Based on these facts, it appears that the Obligors were preparing to launch a game very similar to the P3 Game based on the design of the P3 Game and the Subject Trade Secret Information even before they left the Obligee Company, so the Obligors' actions not only constitute trade secret infringement, copyright infringement, and unauthorized use of a work product, but the bad faith of their actions and the severity of the infringement are so great that it is necessary to prohibit them. If these acts are not prohibited quickly and the Obligor Company is allowed to reap huge profits from the release of the Dark and Darker Game, it will not only inflict huge damages on the Obligee Company and demoralize the remaining employees of the Obligor Company, but it will also set a wrong precedent for the entire game industry and cultural industry, which will seriously affect the public welfare.

In particular, the need to prevent the release of the Dark and Darker Game is even greater now that the Obligor Company has already completed the fourth round of testing since the game was unveiled on August 19, 2022, and is scheduled to imminently release the game in early access in April 2023 after the fifth round of testing.

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Even if the Obligee Company files a lawsuit against the Obligors and the Obligor Company and wins the case in the future, given the long period of time that will have already elapsed between the time the judgment is finalized and the Obligors and the Obligor Company's trade secret infringement activities are not urgently enjoined through a temporary injunction in this case, the Obligee Company's damages will become even greater and the Obligee Company will suffer irreparable harm.

In addition, because the Obligors and the Obligor Company are likely still in possession of the Subject Trade Secret Information that was leaked by the Obligee Company, there is still the possibility that they may once again provide the Subject Trade Secret Information to other competitors of the Obligee Company. Accordingly, if the Obligors and Obligee Company disclose or use the materials listed on [Separate Sheet 2] (Plaintiff's Exhibit 15, which was unauthorizedly leaked by Obligor Ju-Hyun Choi), they will have a tremendous benefit of overcoming the trial and error that Obligee Company went through to create the Subject Trade Secret Information, whereas Obligee Company will suffer significant harm to its business, including loss of competitiveness in the marketplace, as well as damages from the leak of its trade secrets to competitors, and there is a strong need to enjoin the use and disclosure of these trade secrets.

VIII. The Necessity for Bailiff's Custody and Indirect compulsory execution

As previously stated, there is a significant risk that the Obligors and the Obligor Company will use and disclose the leaked and fraudulently obtained [Separate Sheet 2] Listed Trade Secrets, including by providing them to other competitors of the Obligee Company. Therefore, there is an urgent need to release the Obligors and the Obligor Company from possession of the [Separate Sheet 2] Listed Trade Secrets and the respective storage media on which they are stored, and to place them in the custody of a bailiff to be appointed by the Obligee Company. We therefore respectfully request that the temporary injunction in this case exclude the "obligor custody and bailiff public posting" type of temporary injunction issued in other injunction cases.

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In addition, even if a temporary injunction is granted in this case, in the absence of an indirect compulsory execution order, there is a very high risk that a serious violation of the temporary injunction could occur within a short period of time, effectively neutralizing the temporary injunction itself. Therefore, it is imperative that an indirect compulsory execution order be issued at the same time to effectively secure the effectiveness of the temporary injunction in this case.

Therefore, in order to effectively secure the effectiveness of the temporary injunction in this case, which seeks to enjoin the Obligors and the Obligor Company from infringing trade secrets, it is urgently necessary to not only enjoin the Obligors and the Obligor Company from committing the above acts, but also to simultaneously issue an indirect compulsion order to prevent the Obligors and the Obligor Company from committing further violations by requiring them to pay compensation in an appropriate amount for each violation.

The amount of damages that Obligee Company will suffer as a result of Obligors' and Obligor Company's trade secret infringement, copyright infringement, and unauthorized use of the Work Product in this case, which should be sufficient to deter Obligors' and Obligor Company's violations, In consideration of the Obligee Company's cost of developing the Subject Trade Secret Information, and the illegality and gravity of the Obligors' and the Obligee Company's acts, it is appropriate to impose at least KRW500,000,000 per day for each day that the Obligor Company violates Paragraph 1 of the Application, and at least KRW100,000,000 per day for each day that the Obligors and the Obligor Company violate Paragraph 2 of the Application.

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However, the Obligee Company wishes to avoid a delay in the temporary injunction decision in this case due to a dispute over the amount of the indirect compulsion, so we will submit to your tribunal's decision on the amount of the indirect compulsion as appropriate.

IX. Conclusion

In this case, we believe that the right of conservation is recognized and the need for conservation is sufficient. In view of the aforementioned circumstances, we hope that you will make a decision on the temporary injunction as stated in the Purpose of Application as soon as possible.

Furthermore, the Obligee Company is ready to provide the security collateral ordered by your court. As a method of providing collateral, we request permission to provide collateral by submitting a document concluding a payment guarantee contract with a surety insurance carrier pursuant to Article 19, Paragraph 3 of the Civil Execution Act and Article 122 of the Civil Procedure Act.

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Exhibits

1.	Plaintiff's Exhibit 1	Nexon Korea Corporation, Certified Corporate Register
2.	Plaintiff's Exhibit 2	Ironmace, Certified Copy of its Corporate Register
3.	1 of Plaintiff's Exhibit 3	Steam announcement for the first round of Dark and Darker testing
4.	2 of Plaintiff's Exhibit 3	Steam Announcement for the second round of Dark and Darker testing
5.	3 of Plaintiff's Exhibit 3	Screen shot capture from <i>Pungwollyang's</i> broadcast about Dark and Darker
6.	1 of Plaintiff's Exhibit 4	Decision of provisional seizure against Obligor Ju-Hyun Choi (2021 <i>Kadan</i> 62245)
7.	2 of Plaintiff's Exhibit 4	Decision of provisional seizure against Obligor Ju-Hyun Choi (2021 <i>Kadan</i> 62246)
8.	3 of Plaintiff's Exhibit 4	Decision of provisional seizure against Obligor Ju-Hyun Choi (2021 <i>Kadan</i> 62247)
9.	Plaintiff's Exhibit 5	Yonhap News Agency, March 8, 2023 - Police seize Ironmace, 'suspected of leaking Nexon project'
10.	Plaintiff's Exhibit 6	Decision of provisional seizure against Obligor Seung Ha Park
11.	Plaintiff's Exhibit 7	ZDNet Korea article from March 27, 2023 - Steam shutdown of Dark and Darker Game
12.	Plaintiff's Exhibit 8-1	Announcement of additional testing by Obligor Company
13.	Plaintiff's Exhibit 8-2	Announcement of additional testing by Obligor Company
14.	Plaintiff's Exhibit 9-1	Complaint of Obligor Company (Suwon District Court 2023 <i>Gahap</i> 13599 case)
15.	Plaintiff's Exhibit 9-2	Obligor Company temporary injunction application (Suwon District Court 2023 <i>Kahap</i> 10122 case)
16.	Plaintiff's Exhibit 10-1	Articles on the development of the Dark and Darker Game
17.	Plaintiff's Exhibit 10-2	Articles on the development of the Dark and Darker Game
18.	Plaintiff's Exhibit 11	Obligee Company's investment specifics in P3 Project
19.	Plaintiff's Exhibit 12-1	Obligee Company's Security policy (Code of Conduct)
20.	Plaintiff's Exhibit 12-2	Obligee Company Security Policy (Life Security Guidelines for <i>Nexoners</i>)
21.	Plaintiff's Exhibit 12-3	Obligee Company's Security Regulations (information system operation security procedure)
22.	Plaintiff's Exhibit 12-4	Obligee Company's Security Regulations (Security Guidelines for Information System Operation_v1.1)
23.	Plaintiff's Exhibit 12-5	Obligee Company's security policy (internal security procedure)
24.	Plaintiff's Exhibit 13-1	Log record of file transfer from Jenkins server to Ju-Hyun Choi's account (eetree)
25.	Plaintiff's Exhibit 13-2	eetree.com domain account information
26.	Plaintiff's Exhibit 14	Logs of access to an external GIT server by Obligor Ju-Hyun Choi
27.	Plaintiff's Exhibit 15	Full list of materials leaked by Obligor Ju-Hyun Choi
28.	Plaintiff's Exhibit 16	Content-certified postal mail dated July 9, 2021 from Obligee Company
29.	Plaintiff's Exhibit 17	Transcript of the July 12, 2021 Disciplinary Committee Meeting
30.	Plaintiff's Exhibit 18-1	Obligor Ju-Hyun Choi Personnel Card
31.	Plaintiff's Exhibit 18-2	Obligor Seungha Park Personnel Card

32.	Plaintiff's Exhibit No. 19	Business card of Obligor Ju-Hyun Choi
33.	Plaintiff's Exhibit 20 at 1.	Information Protection Pledge by Ju-Hyun Choi
34.	Plaintiff's Exhibit No. 20 at 2.	Ju-Hyun Choi's Annual Salary and Employment Agreement
35.	Plaintiff's Exhibit No. 21 at 1.	User reactions to the Dark and Darker Game
36.	Plaintiff's Exhibit No. 21 at 2.	User reactions to the Dark and Darker Game
37.	Plaintiff's Exhibit 21 at 3.	User reactions to the Dark and Darker Game
38.	Plaintiff's Exhibit 21 at 4.	User reactions to the Dark and Darker Game
39.	Plaintiff's Exhibit 21 at 5.	User reactions to the Dark and Darker Game
40.	Plaintiff's Exhibit 22 at 1.	Dark and Darker Game Barbarian character image
41.	Plaintiff's Exhibit 22 at 2.	Dark and Darker Game Cleric character Image
42.	Plaintiff's Exhibit 22 at 3.	Dark and Darker Game Fighter character image
43.	Plaintiff's Exhibit 22 at 4.	Dark and Darker Game Wizard character image
44.	Plaintiff's Exhibit 22 at 5.	Dark and Darker Game Rogue character Image
45.	Plaintiff's Exhibit No. 22 at 6.	Dark and Darker Game Ranger character image
46.	Plaintiff's Exhibit No. 23	Barbarian image search results
47.	Plaintiff's Exhibit No. 24 at 1.	Dark and Darker Game Barbarian described
48.	Plaintiff's Exhibit No. 24 at 2.	Dark and Darker Game Cleric described
49.	Plaintiff's Exhibit No. 24 at 3.	Dark and Darker Game Fighter described
50.	Plaintiff's Exhibit No. 24 at 4.	Dark and Darker Game Wizard described
51.	Plaintiff's Exhibit No. 24 at 5.	Dark and Darker Game Rogue described
52.	Plaintiff's Exhibit No. 24 at 6.	Dark and Darker Game Ranger described
53.	Plaintiff's Exhibit No. 25	Introduction to the Dark and Darker Game
54.	Plaintiff's Exhibit No. 26	Dark and Darker Game screenshot capture for torches

Appendices

1. Separate Sheet 1 - Similarities between the Two Games
2. Litigation Power of Attorney
3. Certified Corporate Register (NEXON Korea)
4. Certified Corporate Register (IRONMACE)

April 14, 2023

Counsel for Obligee Company

Attorney Hyeon Ho Eun

Attorney Min Jeong Park

Attorney Cheon Woo Son

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Attorney Won Kim

Attorney Jin Seok Ju

Attorney Soo Yong Lee

To the attention of Suwon District Court

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[Separate Sheet 2] Trade secrets of Obligee Company leaked by Obligor Ju-Hyun Choi

/P3/P3GameDedicatedServer_452/P3Game/Binaries/Win64/P3GameServer.exe
/P3/P3GameDedicatedServer_452/P3GameServer.exe
/P3/P3GameDedicatedServer_452/Manifest_NonUFSFiles_Win64.txt
/P3/P3GameDedicatedServer_452/Manifest_DebugFiles_Win64.txt
/P3/P3GameDedicatedServer_452/Engine/Content/SlateDebug/Fonts/LastResort.ttf
/P3/P3GameDedicatedServer_452/Engine/Content/SlateDebug/Fonts/LastResort.tps
/P3/P3GameDedicatedServer_452/Engine/Binaries/ThirdParty/Windows/WinPixEventRuntime/x64/WinPixEventRuntime.dll
/P3/P3GameDedicatedServer_452/Engine/Binaries/ThirdParty/Vorbis/Win64/VS2015/libvorbisfile_64.dll
/P3/P3GameDedicatedServer_452/Engine/Binaries/ThirdParty/Vorbis/Win64/VS2015/libvorbis_64.dll
/P3/P3GameDedicatedServer_452/Engine/Binaries/ThirdParty/PhysX3/Win64/VS2015/PxPvdSDKPROFILE_x64.dll
/P3/P3GameDedicatedServer_452/Engine/Binaries/ThirdParty/PhysX3/Win64/VS2015/PxFoundationPROFILE_x64.dll
/P3/P3GameDedicatedServer_452/Engine/Binaries/ThirdParty/PhysX3/Win64/VS2015/PhysX3PROFILE_x64.dll
/P3/P3GameDedicatedServer_452/Engine/Binaries/ThirdParty/PhysX3/Win64/VS2015/PhysX3CookingPROFILE_x64.dll
/P3/P3GameDedicatedServer_452/Engine/Binaries/ThirdParty/PhysX3/Win64/VS2015/PhysX3

CERTIFICATION OF TRANSLATION
and
DECLARATION


State of California)
) S. S.
Los Angeles County)

I, Soomi Ko, the undersigned, declare that I am a duly certified Korean Court Interpreter approved by the United States District Courts, certified by the State of California and the Los Angeles County Superior Courts, with competent knowledge of Korean and English, and that I have truthfully and correctly translated for Nexon Korea Corporation v. Ironmace Co., Ltd., et al., Case No. 2:23-cv-00576-MLP (W.D. Wash.) from Korean to English and that the said translation is, to the best of my knowledge and belief, a true and correct translation. I further declare that I am neither counsel for, related to, nor employed by any of the parties, and that I have no financial or other interest in the outcome of any action related to this translation. I declare that the foregoing is true and correct.

Description of Translated Documents

Nexon’s Application for Temporary Injunction

Executed on June 6, 2023



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EXHIBIT 2

Application for Temporary Injunction Against Business Obstruction

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CEO: Jeong Heon Lee

Amount in controversy: KRW100,000,000

The gist of the right of conservation: Business Obstruction Injunction Claim, etc.

Purpose of Application

We seek a decision that:

1. Obligor shall not engage in any acts listed in [Separate Sheet] that interferes with Obligee's "Dark and Darker" game service business.
2. The bailiff shall publicly post the purpose of Paragraph 1 in an appropriate manner.
3. If Obligor violates the order set out in Paragraph 1, Obligee shall pay Obligor KRW1,000,000,000 per violation.
4. The costs of litigation shall be borne by the Obligor.

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Reason for this Application

I. Status of the Parties

Obligee, founded on October 20, 2021, is a company engaged in the game software development, supply, and service business, and is the right holder that developed the game “Dark and Darker” and holds all rights, including copyrights, related to it. Obligee uploaded the game to a game publishing platform called Steam for a test run, and during the test run, the game gained sensational popularity like a whirlwind among Steam users around the world, with approximately 2 million unique users (see Exhibit 1, Dark and Darker Box Office Records) and approximately 100,000 concurrent users, making Dark and Darker a game that was destined for massive box office success upon release. Obligee is now fully prepared to release Dark and Darker, and was planning to release the game on Steam and other gaming platforms, but Obligor’s business obstruction has made this impossible to accomplish now.

Obligor is a company established in December 1994, engaged in the production and distribution of game development software, etc., and conducted a game development project named “P3” around August 2020 (hereinafter referred to as the “P3 Project,” and the game that was to be developed in the “P3 Project” is referred to as the “P3 Game”), and discontinued the “P3 Project” around July 2021.

II. Right of Conservation

1. Business obstruction by the Obligor

When the game “Dark and Darker” became a huge hit among Steam users around the world, which even Obligee could not even have predicted, Obligor suddenly sent a warning letter to the executives and employees of the Obligee (Terence Seungha Park and Ju-Hyun Choi, who are not parties to this Application) through a large American law firm on March 23, 2023, stating that the reproduction, distribution, transmission, etc., of Obligee’s “Dark and Darker” infringes Obligor’s copyright.

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In particular, the warning letter to non-party Ju-Hyun Choi was sent to Ju-Hyun Choi's home. In the warning letters, Obligee alleged that Obligee must cease and desist from reproducing, distributing, transmitting, and otherwise infringing on Obligor's copyrights in the "Dark and Darker" game and remove the test version of the game from Steam (see warning letters 1 and 2 in Plaintiff's Exhibits 2-1 and 2-2). Below are Obligor's demands as set forth in the warning letters received by Obligee's executives and employees.

Excerpt from page 4 of Obligor's warning letter dated March 23, 2023 (Plaintiff's Exhibit 2-1)

1. Immediately cease and desist all further development, testing, production, reproduction, publishing, provision, distribution, transmission, display, performance, advertising, licensing, and sale of the materials and the game created from the misappropriation and infringement, **including the removal of all test version from Steam;**
2. Preserve all evidence related to Dark and Darker and to all related acts that Ironmace has done for the creation of Dark and Darker, as described above;
3. explain how you and Ironmace intend to return and/or dispose of any confidential and proprietary information of Nexon that you have in your possession; and
4. Provide a written assurance, within one week of receipt of this letter, that Ironmace has taken the requested steps.

In addition, on March 22, 2023, one day before sending the above warning letter, Obligor sent a Notice of Copyright Infringement ... and Misappropriation of Trade Secrets to Valve Corporation, a non-party U.S. corporation (hereinafter referred to only as "Valve"), which operates the Steam platform, alleging that "Dark and Darker" infringes Obligor's copyright and demanding that "Dark and Darker" be taken down (Plaintiff's Exhibit 2: Notice of Copyright Infringement on Steam).

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Excerpt from page 2 of Obligor’s Notice of Copyright Infringement to Steam dated March 22, 2023
(Plaintiff’s Exhibit 3).

Based on our investigation, Dark and Darker appears to have been built and developed using trade secrets as well as copyrighted information copied and stolen from Nexon. Under U.S. law, Ironmace’s actions constitute, among other violations, misappropriation of Nexon’s trade secrets such as source codes, art resources, build files, and other company intellectual property under the Defend Trade Secret Act (the “DTSA”) and infringement of copyrighted materials such as Literary Work (e.g., source codes), Works of Visual Arts (e.g., character designs), and Motion Picture IAV Work (e.g., Playtest video) under the Copyright Act.

At Obligor’s request, Valve took down a link to a webpage on Steam where Obligee was preparing to launch the Dark and Darker game, so that game users could no longer access the Dark and Darker game page.

Notably, Obligee has not taken any legal action to date alleging copyright infringement by Obligor, other than filing a lawsuit in 2021 against Obligee employee non-party Ju-Hyun Choi alleging trade secret infringement, because Obligor knows better than anyone that Obligee’s “Dark and Darker” game does not infringe Obligor’s copyright. In other words, Obligor is sneakily obstructing Obligee’s business by sending warning letters, etc., to third parties while avoiding legal disputes.¹

Obligor’s actions are clearly intentional torts (business obstruction) in that they have no objective basis other than Obligee’s suspicions and speculations about copyright infringement. In its warning letter, Obligor provides a lengthy explanation of the basis for its alleged copyright infringement, but as shown in “III. The Unreasonableness of Obligor’s “P3 Game” Copyright Infringement Claim,” below, it is all one-sided allegations without any rational basis.

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¹ Prior to this application for a temporary injunction, Obligee filed a lawsuit against Obligor for confirmation of copyright non-infringement and injunction against business obstruction (Suwon District Court 2023 Gahap 13599), which is a mainstream lawsuit to confirm that Obligee’s game does not infringe Obligor’s copyright.

2. Infringement of legally protectable goodwill and damage to credence and reputation

Copyright is a quasi-property right, and the Copyright Act provides that the copyright holder has the exclusive and unrestricted right to exercise the moral rights of the author set forth in Articles 11 through 13 and the copyright property rights set forth in Articles 16 through 22 of the Act. Obligee's "Dark and Darker" game is a copyrighted work and an achievement made by Obligee with considerable investment and effort, and Obligee has the right to freely conduct business activities utilizing such "Dark and Darker" game, which is a right worthy of protection under the law. Therefore, if another person interferes with Obligee's free business activities using the "Dark and Darker" game, resulting in a direct infringement of Obligee's interests, it is a tort under civil law, and Obligee may seek to prohibit or prevent the business obstruction.²

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² See Supreme Court decision 2008 *Ma* 1541 on Aug. 25, 2010. Prior to the enactment of Article 2 of the Unfair Competition Prevention Act, it was held that "the act of unauthorizedly using for one's own business, contrary to common decency or the order of fair competition, the achievements built by a competitor with considerable effort and investment, in order to gain unfair profits and infringe the competitor's legally protectable interests, constitutes an unfair competition act and an illegal act under civil law. It is difficult to expect the effectiveness of victim relief by only ordering monetary compensation due to the continuation of the above unauthorized use, and it will be said that if the victim's interest is greater when comparing and bridging the interests of the victim protected by the injunction against unauthorized use and the disadvantage of the perpetrator caused by it, the injunction or prevention of the act can be claimed." The court ruled that if an act that infringes on a bond right rather than a real right is established as an illegal act that infringes on legal interests, it is of course possible to claim injunction or prevention of the act.

In addition, with regard to whether a person who has been infringed by an act that lowers his or her social evaluation, such as honor or credit, can seek damages in tort and also recognize a claim for exclusion or prevention of the infringement, the court held that “honor is a very important protective legal interest along with life and body, and the right to honor as a right of personality is said to be a right that has exclusivity as in the case of real rights, Honor, which is an objective evaluation of a person’s character, virtue, reputation, credit, and other personal values received from society, is an exclusive right, just as in the case of property rights, and a person who has been illegally infringed on his or her honor may seek damages or disposition to restore his or her honor, but due to its nature, it is difficult to fully recover the damage through remedies (such as monetary compensation or disposition to restore honor) after it has been infringed, and it is difficult to expect the effectiveness of the damage transfer, In the case of an infringement of a personality right, the right to an injunction, such as suspension or prevention of infringement, is recognized as a preliminary (preventive) remedy, and effective enforcement of a judgment ordering an omitted obligation is necessary if, at the time of the conclusion of the arguments in the proceedings concerning the omitted obligation, there is a possibility that the obligor will violate the obligation within a short period of time even if the right to enforcement (execution) is established, and the appropriate amount of compensation to be ordered under Article 261 of the Civil Enforcement Act can be calculated in the judgment proceedings, In the adjudication proceedings concerning the omitted debt, the court may also order certain compensation in the event that the obligor defaults on the debt in the future in accordance with the above-mentioned statute,” thus making it clear that the right to honor, as a type of personal right, is entitled to a claim for non-infringement and even indirect compulsion, just like a real right (Supreme Court decision 93 *Da* 40614 on April 12, 1993; Supreme Court decision 2003 *Ma* 1477 on January 17, 2005, and other cases).

As described above, Obligor’s sending of copyright infringement warning letters to the homes of Obligee’s employees, as well as Valve, the operator of the Steam platform on which the “Dark and Darker” game is scheduled to be released, alleging copyright infringement of Obligee without reasonable grounds, and the takedown of links to the “Dark and Darker” game webpage, have caused Obligee to suffer staggering damage to its business utilizing the copyright and other rights of the “Dark and Darker” game, including an unexpected delay in the release of the “Dark and Darker” game. In addition, Obligor’s act of sending a letter claiming copyright infringement to a third party is also damaging Obligee’s credence, reputation, and other intangible values.

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Obligor's behavior as described above constitutes a civil law tort that simultaneously interferes with the free conduct of business and damages intangible values such as Obligee's credence and reputation, and Obligee may seek to enjoin or prevent Obligor from engaging in such flagrant misconduct.

III. The Unreasonableness of Obligor's Allegation of "P3 Game" Copyright Infringement

1. The gist of Obligor's allegations of copyright infringement

The gist of Obligor's argument, based on the contents of the warning letter (Plaintiff's Exhibits 1 and 2), is that (i) the filenames of 2,338 resources listed in the warning letter [Exhibit C] are identical between the Dark and Darker game and the "P3 Game" program, and (ii) the Character Design, Setting, Structural Design, and Key Concept listed in the warning letter [Exhibit D] are identical.³

A game work is a composite work that combines a literary work, a musical work, an artistic work, a visual work, and a computer program work. A computer game or mobile game includes characters, items, and wallpapers that respond to certain scenarios and game rules through the operation of the game user, a computer program that technically operates the game, and visuals implemented through the game. It is a work that is organically combined, and (i) in addition to considering the creativity of each of the components that constitute the game, (ii) as the components are selected, arranged, and combined in the process of being technically implemented according to a certain production intention and scenario, they are combined as a whole to the extent that the game itself is protected as a work with a creative personality that is distinct from other game works.⁴

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³ Because the copyright infringement allegations in each warning letter (Plaintiff's Exhibits 2-1 and 2-2) and the Notice of Copyright Infringement to Steam (Plaintiff's Exhibit 3) are identical, for convenience, we will discuss the unreasonableness based on the Obligor's allegations in the warning letter to Ironmace (Plaintiff's Exhibit 1-1).

⁴ See Supreme Court decision 2017 Da 212095, dated June 27, 2019.

The allegations in the Obligor warning letter are extremely abstract, making only formal assertions of similarity between certain elements, such as that some files have the same “filename,” or that “Character,” “Setting and Structure,” and “Key Concept” are similar, but making no allegations as to the specific basis for the similarity, the selection and arrangement of the elements, or how the allegedly similar elements are creatively original compared to the prior work. Moreover, the individual components that Obligor claims are similar are all based on tropes that a medieval fantasy game would inevitably adopt, leaving no room for the author’s creatively original individuality to be recognized in the first place. Obligor’s claim is tantamount to asserting Obligor’s rights to the entirety of the first-person perspective dungeon game.

Below, we will specifically explain that (i) the identity of some filenames cannot be a basis for copyright infringement, (ii) the components that Obligor claims to be similar in the warning letter are all components that have no room for creatively original individuality when compared to the prior work, and (iii) “Dark and Darker” is a completely separate work because it selects and arranges different components under different production intentions and scenarios than “P3 Game.”

2. The unreasonableness of Obligor’s alleged copyright infringement of the “P3 Game” program (the aspect of identical filename)

It is not clear from Obligor’s warning letter to Third Parties that Obligor is claiming copyright in the “P3 Game” program, but based on the entirety of the filename allegation, it appears that Obligor is alleging the sameness or similarity between the source code of Obligor’s Dark and Darker program and the source code of the “P3 Game” program.

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Obligor's only evidence in this regard is that some of the filenames of the "Dark and Darker" and "P3 Game" programs are identical. In order to establish copyright infringement, the source code of the "P3 Game" program must first be identified as a creative expression that is protected under copyright law, and there must be a substantial similarity between the source code of the "P3 Game" program and the source code of the "Dark and Darker" program. In particular, as shown below, Obligor already knows why some of the file names of the two games are identical, but it intentionally conceals this fact in order to allege copyright infringement.

First of all, a resource "filename" is not a programmatic work per se, as the Obligor warning letter allegation itself suggests, as it is simply a name that identifies a file, not the source code itself.⁵

Specifically, 1,306 of the 2,338 resource files for which Obligor challenges identical filenames are files that are automatically generated when using "Unreal Engine," and 950 of the remaining 1,032 resource files are files that are naturally identical because they were all purchased and used commercial assets sold on Unreal Engine's Marketplace (see Plaintiff's Exhibit 4 for a list of the 950 resource filenames purchased from Unreal Marketplace).

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⁵ A "resource file" is a file that, in addition to the source code, contains various images, menu layouts, and other information needed for the program to work.

Furthermore, “P3 Game” and “Dark and Darker” are two very different games that share only a medieval fantasy world, but they were developed by the same director, Ju-Hyun Choi, and many of the same team members. In program development, where collaboration is highly valued, it’s especially important to establish uniform practices among team members, such as following the same coding and file naming conventions, so that one developer’s coding style and habits don’t become unrecognizable to other developers.

In particular, because game development using Unreal Engine often utilizes commercially available assets that are sold as commodities, the manufacturer of Unreal Engine, Epic Games, Inc, a non-party U.S. corporation (hereinafter referred to as “Epic Games”), has directly provided naming conventions for resource filenames and recommends that they be named accordingly (see Plaintiff’s Exhibit 5, Unreal Engine Naming Conventions).⁶

See Unreal Engine Naming Conventions (Plaintiff’s Exhibit 5) at p. 1

As you work on your projects in **Unreal Engine (UE)**, you may find that the list of **assets in the Content Browser** gradually grows. This can unnecessarily increase the number of variations of the assets you are tweaking, or cause confusion due to overly similar asset names. For example, if you have a folder named “Soldier” with Blueprints, text, and models in it, and they all have the word “Soldier” in their names, it can be difficult to tell them apart from each other with a simple list.

For large projects, it’s a good idea to establish a common naming convention for individual assets early on in development, so that the development team can find files more easily and avoid conflicts and confusion. The naming conventions below reflect how Epic Games names assets in sample projects, such as in-camera VFX production testing.

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⁶ <https://docs.unrealengine.com/5.0/ko/recommended-asset-naming-conventions-in-unreal-engine-projects/>

Examples of filename naming according to Unreal Engine naming conventions
Blueprint (BP_) + Arrow (Arrow) => BP_Arrow ([Exhibit D] p. 33) Material (M_) + Base (Base) => M_Base ([Exhibit D] p35)

So, with the exception of (i) the 1,306 resource files that are automatically generated when using Unreal Engine and (ii) the 1,032 resource files that are identical because we used commercial assets purchased from the Market, the remaining 82 resource filenames (41 of which are exactly the same, as the same filename generates two files with different extensions⁷) are only identical because we followed Unreal Engine’s naming conventions in using words that are commonly used in FPS or fantasy games (Arrow, Fireball, Walk, Crouch, etc.).

After all, given the fact that only 82 resource filenames out of a total of approximately 75,000 resource files in the Obligee’s game (about 0.1%) are identical to those in Obligor, and that this is the result of applying the naming conventions provided by Unreal Engine, the fact that some resource filenames are identical is not even a circumstantial fact that could establish similarity between the “Dark and Darker” program work and the “P3 Game” program work.

3. Unreasonableness of copyright infringement claims related to character designs

A. The gist of the Obligor warning letter allegations

First, it is unclear whether the Obligor warning letter’s allegation of similarity between the characters in the “P3 Game” is (i) an allegation that the characters themselves are a separate work from the P3 Game, or (ii) a allegation of similarity as a component of the P3 Game’s work.

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⁷ For example, “BP_Arrow.uasset” and “BP_Arrow.uexp”

In order for the characters in “Dark and Darker” to be recognized as similar to the characters in “P3 Game” under copyright law, there must be “the author’s creatively original personality revealed in the visual representation of the person, animal, etc.’s appearance, behavior, etc.” and there must be a recognized similarity between the forms of creative expression.⁸

However, (i) the characters that Obligor claims to be similar in the “P3 Game” and “Dark and Darker” are all visual representations of elements that people recognize as typical of classes in a typical medieval or ancient fantasy world, in order to make them as familiar as possible, and they do not have any creatively original personalities that contrast with the Prior Works, (ii) the fact that the “P3 Games” and “Dark and Darker” feature six classes - Barbarian, Ranger, Rogue, Wizard, and Fighter - is also typical of medieval or ancient fantasy games and does not constitute an element of creatively original individuality as a game work.

B. Characters from a medieval or ancient fantasy world that appear in prior works

Dungeons & Dragons is considered to be the first role-playing game and the first to introduce a medieval fantasy world into gaming. Since then, many games have been inspired by the world, game rules, etc., of Dungeons & Dragons, and the characters within the medieval fantasy world of Dungeons & Dragons have become archetypal and have been used in various works, including games, novels, and movies.

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⁸ See Supreme Court decision 2007 *Da* 63409 on Feb. 11, 2010.

While Dungeons & Dragons has seen many iterations, with the fifth edition recently released in 2014, the basic concept of “adventurers working together to explore dungeons (dungeons), suffering hardships and gaining treasure and experience” remains the same (see Plaintiff’s Exhibit 6, Dungeons & Dragons_Tree Wiki).

In Dungeons & Dragons, which was first released in 1974, adventurers choose one of eleven classes and role-play a character based on that class (see Plaintiff’s Exhibit 7 at 1, Dungeons & Dragons Class Descriptions_Wikipedia, et al.

Profession (Class)	Features ⁹
Barbarian	The Barbarian is a playable character class in the <i>Dungeons & Dragons</i> fantasy role-playing game. The class was introduced in 1985 and has undergone several evolutions in subsequent editions of the game. It is considered the archetypal warrior, using brute strength and primal rage to excel in battle.
Bard (Bard)	A bard is traditionally defined as “a poet, especially one who writes passionate, lyrical, or epic poetry.” In the fantasy tabletop role-playing game <i>Dungeons & Dragons</i> , the bard is a playable class that centers on the idea of accessing magic through some form of artistic expression.
Cleric	<u>The cleric is one of the standard character classes playable in the <i>Dungeons & Dragons</i> fantasy role-playing game.</u> The cleric is a well-rounded character, skilled in combat and skilled in the use of divine magic (necromancy). Clerics are powerful healers due to the many healing and curing spells available to them. Endowed with divine powers over life and death, they can also repel or control undead creatures.
Druid	Druids use nature-themed magic. Unlike clerics, druids have no special powers over the undead and, in some versions, cannot use metal armor. Druids have the unique ability to change into various animal forms and a variety of other traits that help them in their natural environment.

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⁹ This is an English translation of the Dungeons & Dragons Class Description (Plaintiff’s Exhibit 7-2).

Fighter	<u>The fighter is one of the standard character classes playable in the <i>Dungeons & Dragons</i> fantasy role-playing game.</u> A fighter is a versatile, weapon-oriented warrior who uses skill, strategy, and tactics to fight. The fighter is a general and broad class. Individual fighters come from a variety of backgrounds and styles. A bodyguard, an adventurer, a former soldier, an invading bandit king, or a master swordsman are all fighters, but they come from different classes and backgrounds and often have very different personalities, goals, and sides in a conflict.
Monk	In <i>Dungeons & Dragons</i> , monks are fantasy martial artists who specialize in unarmed combat.
Paladin	Paladins are holy knights and divine spellcasters who wage crusades in the name of goodness and order.
Ranger	<u>The Ranger is one of the standard character classes playable in most editions of the <i>Dungeons & Dragons</i> game.</u> Rangers are skilled woodsmen/woodworkers and often lived as hermits.
Rogue	<u>The rogue, or thief, is one of the standard character classes playable in most editions of the <i>Dungeons & Dragons</i> fantasy role-playing game.</u> The Rogue is a versatile character capable of stealthy combat and nimble tricks. Rogue is stealthy and agile, and in early editions was the only official base class in the Player's Handbook that could find and disarm traps and pick locks. Rogues can also "sneak attack" ("backstab" in earlier versions) enemies who are caught off guard or surprised, dealing extra damage.
Sorcerer	Sorcerers are masters of arcane magic, which is generally the most powerful form of D&D magic, although they are weak in close combat. A Sorcerer's magical abilities are innate, not studied or bargained for.
Enchantress (Warlock)	Warlocks gain their powers through the influence of supernatural beings such as demons or spirits; they are either born with these powers or gain them through a corrupted pact that turns their souls into dark fonts of bizarre power. Warlocks do not cast spells, but instead use spell-like abilities called "invocations."
Wizard	<u>The wizard is one of the standard character classes in the <i>Dungeons & Dragons</i> fantasy role-playing game.</u> Wizards use arcane magic and are considered less effective in close combat than other classes.

This distinction between classes with unique characteristics has become a staple of not only *Dungeons & Dragons*, but of many other fantasy games, novels, and movies. Of these classes, Fighter, Cleric, Rogue, Ranger, and Wizard, which appear in both the "P3 Game" and *Dark and Darker*, are all described as "one of the standard character classes" and are therefore integral to the fantasy world.

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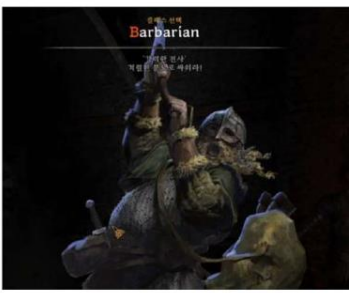
The classes in “P3 Games” and “Dark and Darker” are also composed of typical elements of classes in medieval fantasy worlds that appear in prior works that everyone recognizes, without any of the author’s creatively original personality showing through.

C. Comparison to prior works

The Prior Character Works (Plaintiff’s Exhibit 8) include visual representations of characters with typical characteristics of “Barbarian,” “Cleric,” “Fighter,” “Wizard,” “Rogue,” and “Ranger.”




Below is a comparison of the visual representations of the characters listed in Exhibit 8 to the visual representations of the characters in “P3 Game” and “Dark and Darker,” which are recognized as archetypal images in numerous games, novels, movies, and other works.

(1) Barbarian




Prior work	P3 Game Character	Dark and Darker Characters
		
<p>Typically characterized by a large, muscular build, axe, iron helmet, and beard, reminiscent of a Viking warrior.</p>		

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(2) Cleric




Prior work	P3 Game Character	Dark and Darker Characters
		
<p>Typical features include chainmail, white clothing, and maces, reminiscent of the Crusades.</p>		

(3) Tanker (Fighter)




Prior work	P3 Game Character	Dark and Darker Characters
		
<p>Typical features include plate armor, swords, helmets, and shields reminiscent of medieval knights.</p>		

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(4) Wizard




Prior work	P3 Game Character	Dark and Darker Characters
		
<p>Appearance reminiscent of an elderly scholar, with typical features including a top hat, robes, and cane.</p>		

(5) Thief (Rogue)

Prior work	P3 Game Character	Dark and Darker Characters
		
<p>Characterized by hoods, leather or cloth clothing, daggers, and swift movements reminiscent of an assassin or thief.</p>		

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(6) Ranger

Prior work	P3 Game Character	Dark and Darker Characters
		
<p>Typical features include bows, hoods, and leather or cloth clothing reminiscent of archers like Robin Hood.</p>		

It's fair to say that the archetypal traits of medieval fantasy characters have been used in countless games, novels, and movies, leaving little room for the author's creatively original personality to shine through.

Rather, we find that the characters in "P3 Game" and "Dark and Darker" are entirely separate works, with differences in posture, appearance, props, colors of clothing, and shapes of weapons that allow room for creatively original personalities to emerge.

D. Sub-conclusion

The common elements between the characters in "P3 Games" and "Dark and Darker" are merely the typical traits of medieval or ancient fantasy characters from decades ago, and there is nothing in common between them that leaves room for the author's creatively original personality to shine through.

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Obligor’s claim that the characters in “Dark and Darker” infringe the character copyrights in “P3 Games” is the same claim that the characteristic elements of typical medieval or ancient fantasy world characters used decades ago are Obligor’s work, which is itself an unsupported claim.

4. Unreasonableness of copyright infringement allegations related to Setting / Structural Design

A. The gist of the Obligor warning letter allegations

The gist of Obligor’s warning letter allegation is that there is a similarity between the “P3 Game “and Dark and Darker in that they both “have a horrifying atmosphere with brick dungeons and elements such as torches to emphasize the dark and horrifying atmosphere,” as shown in the image comparison below. However, this is a one-sided allegation by Obligor, and as you can see in the image below, the images of both games share the Cleric idea of a torch illuminating a dark dungeon, but there is no similarity in the images themselves.



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B. Comparison to prior works

The word “dungeon” itself means “dungeon in a citadel” and has been depicted in countless games, novels, and movies, including *Dungeons & Dragons*, as a brick-lined dungeon where monsters live and treasure is hidden. The lack of light and the need to use torches or magic to see inside the dungeon is just one of the characteristics of a typical dungeon.

Below are some images of what a typical “dungeon” looks like from various preceding games, novels, movies, etc.



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Wallpapers provided by 'WallpapersCraft' (see Plaintiff's Exhibit 9: WallpapersCraft)



The game 'Castle Torgeath' (see the article about the 10th scabbard, Castle Torgeath)



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As shown in the above prior work, the typical characteristics of a place called a “dungeon” include “dark bricks,” a “dark and scary atmosphere,” and a “torch to light the way.” In addition, a search of the search portal Google or the video platform Youtube under the keyword “dungeon” reveals numerous games that visually express the idea of “exploring a dark and frightening dungeon with a torch to illuminate the view” (see Exhibit 12, Prior work in Dungeon Settings).

C. Sub-conclusion

The components of a “dungeon” that are common to both “P3 Game” and “Dark and Darker” are just features of a typical “dungeon” and do not constitute the author’s creatively original personality.

This part of the argument is also unsupported by the argument that the expressive forms depicted in the archetypal “dungeon” look in numerous prior works should be protected as Obligor’s work.

5. Unreasonableness of copyright infringement allegations related to Key Concept (Genre, Storyline, Detailed Elements of the Games)

A. The gist of the Obligor warning letter allegations

Reading between the lines of the Obligor warning letter allegations, it is understood that similarities exist between the “game description” and “genre, starting point, character classes, and other elements” below, such that “P3 Game” and “Dark and Darker” are substantially similar works.

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(1) Game Description

<p>Description of "P3 Game</p>	<p>Despite the great danger, lots of adventurers flock to uncharted dungeons because they hear rumors of great riches to be had.</p> <p>[English trans.: Despite the danger, many adventurers venture into the unknown dungeon after hearing rumors of great fortune in the dungeon].</p> <p>Adventurers form parties with trusted members and embark on a perilous journey towards dark, dangerous dungeons.</p> <p>[English trans.: Adventurers form a party with other trusted members and venture into the dark and dangerous dungeon].</p> <p>They may encounter giant monsters there and be in danger, or they may find precious spoils.</p> <p>[English trans.: They may find themselves in danger upon encountering giant monsters or discover valuable loot / treasure.].</p> <p>If you make it out of the dungeon alive, free of traps, monsters, other players, and a myriad of other dangers, you get to keep everything you have gained.</p> <p>[English trans.: You can keep everything you have plundered if you escape the dungeon safely and avoid countless dangers such as traps, monsters, and other players].</p>
<p>Description of "Dark and Darker</p>	<p>Unfathomable fortunes await the brave and the foolish willing to delve into the devastated depths of an ancient citadel.</p> <p>Band together with your friends and use your courage, wits, and cunning to uncover mythical treasures, defeat gruesome monsters, while staying one step ahead of other devious treasure-hunters.</p> <p>Once you've plundered your riches, now comes the hard part, getting out alive</p>

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(2) Characteristics

Category	Detail
Belong to PvPvE genre	This genre of game requires users to basically compete with each other (Player vs Player), but also to fight the in-game environment (e.g., monsters).
Has both the FPS and RPG elements	Users cannot defeat other users only with a simple attack sign, and have to aim and shoot other users to defeat them (FPS genre). Moreover, users grow stronger as they obtain various items, and go on adventures (element of an RPG).
Game's starting point, etc.	16 users participate in one game. The game starts from selecting characters at the tavern where a user can communicate with other users.
Character Class	Consists of the Barbarian, the Cleric, the Tanker (Fighter), the Rogue (Thief), the Wizard, and the Ranger
Other	The background setting of the both games is a dungeon made up of dark bricks. The games have torch-related features, and they offer a fixed attack pattern for each type of weapons. In the both games, user interaction with in-game objects such as boxes and doors are available in the form of casting, and certain amount of time is required to equip or replace equipment.

But, there are 173 games on Steam alone that combine characteristics of the “PvP,” “PvE,” “FPS,” and “RPG” genres, with classes that have been standard in medieval fantasy worlds since *Dungeons & Dragons*, and the ability to talk to users in taverns, such as *Slasher's Keep*, *Monomyth*, *Project Zomboid*, and the *Vermintide* series, and countless other games of all genres have weapons with set attack patterns and game objects that can be utilized through casting, so this isn't even a specific game feature.

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Furthermore, the taverns in the “P3 Game” and “Dark and Darker” are different in visual presentation and function, “Dark and Darker” has character selection in a different scene than the tavern, and the game was played with 9 players at the time of testing, and currently has different player limits for different types of dungeons (9, 11, 16, or 18 players, and so on), so the mere fact that the game has a tavern cannot be considered a similar part of the game.

In the end, the elements that Obligor claims are similar to “P3 Game” and “Dark and Darker” are merely “features that a game should have” and cannot be said to be the characteristics of a “P3 Game,” let alone a work of authorship. Below, we will clarify that all of the similar elements of Obligor’s allegations, which can be found in numerous games through a simple search, are also implemented in prior games.

B. Game Description

As you can see from the “Game description” itself in the Obligor warning letter, both “P3 Game” and “Dark and Darker” use different language and sentences to express the same idea, which is “the archetypical epitome of the oldest and most popular scenario: four or five adventurers team up to enter a cave inhabited by monsters, suffer all sorts of hardships, and emerge with treasure and experience.

“Dungeons & Dragons” Namuwiki description (Plaintiff’s Exhibit 5)

V 1. Overview

An RPG system published in the 1970s by TSR in the United States. It is often referred to by the abbreviation D&D. Technically, it’s “Dungeons and Dragons,” but the plural s is dropped in Korean.^[1]

The first RPG to introduce rules to a fantasy world and gamify it. It is the originator of the concept of RPGs, the progenitor and root of all RPGs on the planet. The most famous and most popular TRPG.

RPGs are the epitome of the old favorite scenario of a group of adventurers working together to enter a monster-infested cave, suffer through all sorts of hardships, and emerge with treasure and experiential values, and they boast a long list of magic, monsters, and worlds. Worlds include Greyhawk, Dragonlance, and most famously, Forgotten Realms. The well-known Elminster, Drizzt Duarden, hails from Forell.

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Considering that the idea itself is not protectable under copyright law, and that even the idea is a common one in ancient or medieval fantasy worlds, one cannot arguably say that the “Game Description” of the “P3 Game” “is Obligor’s work.

C. Comparing Individual Characteristics

(1) Previous games in the PvPvE, FPS, and RPG genres

The Obligor warning letter’s similarity argument based on genre similarity is like arguing that action movies from the point of view of the main character are similar works.

On Steam, an online platform where games from all over the world are published, a search for games that include the genres “PvP,” “PvE,” “FPS,” and “RPG” yields 173 games, as shown below.

STEAM genre search results (see Plaintiff’s Exhibit 13: Steam genre search results)

The screenshot shows the Steam search interface with the following details:

- Search filters: PvP, PvE, First-Person, FPS
- Search bar: enter search term or tag
- Sort by: Relevance
- Results: 173 results match your search. 3 titles have been excluded based on your preferences. However, none of these titles would appear on the first page of results.
- Game list (first page):

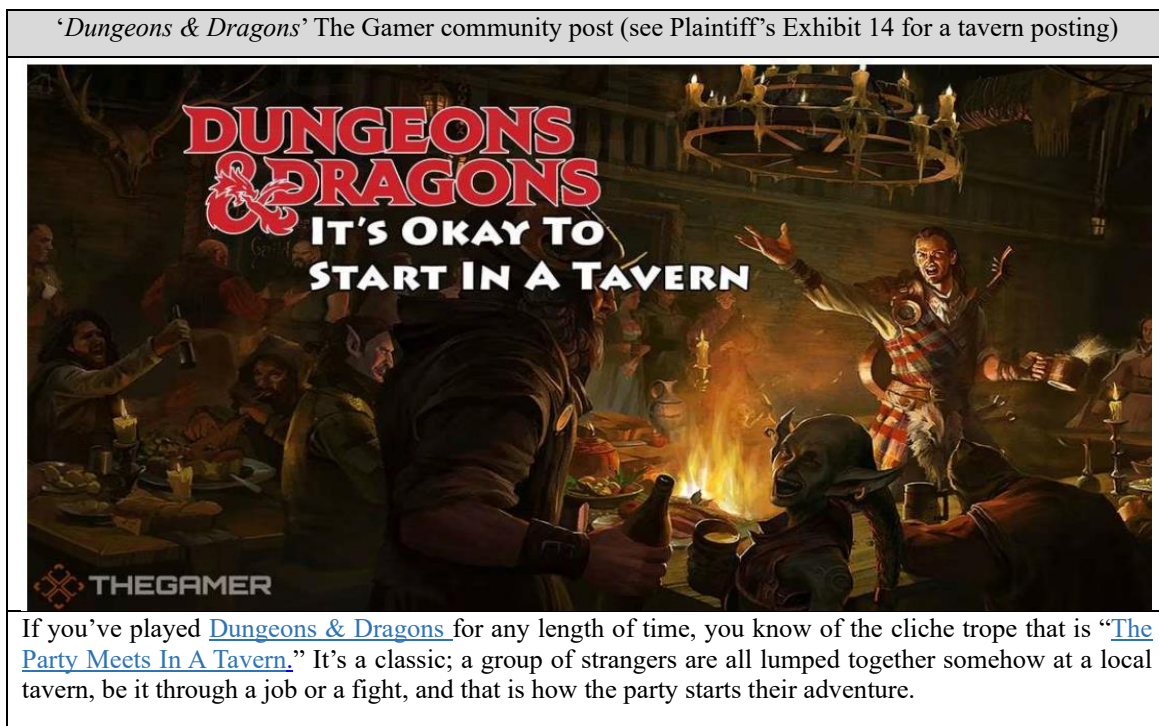
Game Title	Release Date	Price
Destiny 2	2 Oct, 2019	Free To Play
Sea of Thieves 2023 Edition	3 Jun, 2020	₩ 39,400
Dying Light	22 Apr, 2016	₩ 34,800
Call of Duty®: Black Ops Cold War	9 Mar, 2023	₩ 72,000
Back 4 Blood	13 Oct, 2021	₩ 68,800
Destiny 2: Beyond Light	11 Nov, 2020	₩ 33,500
Call of Duty®: Vanguard	9 Mar, 2023	₩ 72,000
- Filters on the right:
 - Narrow by Price: Any Price
 - Special Offers:
 - Hide free to play items:
 - Narrow by tag:
 - PvP
 - PvE
 - First-Person
 - FPS
 - Action 163
 - Shooter 150
 - Multiplayer 130
 - Online Co-Op 88

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(2) Game’s starting points, etc.

The Obligor warning letter alleges that both the “P3 Game” and “Dark and Darker” feature 16 players in the game, and that players can communicate with other players in a tavern and select a character of their choice.

However, the tavern has been depicted as a place for adventurers to recruit companions, plan their adventures, and more since the game “*Dungeons & Dragons*” decades ago.¹⁰



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¹⁰ In *The Lord of the Rings*, the movie based on Tolkien’s novel, Frodo meets Aragorn in a tavern to begin his journey, and in *The Hobbit*, Thorin meets Gandalf in a tavern to begin his journey.

Both “P3 Game” and “Dark and Darker” have in common that the background of a tavern appears before entering a dungeon in the game progression sequence, but in “P3 Game,” the character is selected in a tavern represented in a 3D space, while in “Dark and Darker,” a tavern made of 2D is used as a background to provide only UI menus and to provide chat functions by providing party channels, trading channels, and meeting house channels. “P3 Game” and “Dark and Darker” only share the idea of a typical medieval fantasy world where a tavern is used as a place to go before exploring dungeons, and there is no similarity in the visual representation of the tavern, the in-game functions of the tavern, or any other phenotype.

In addition, “Dark and Darker” has had a player count of 9, not 16, since the time of alpha testing, and this is not fixed, but varies by game space, such as “Goblin Cave” (9 or 11 players) and “Forgotten Castle” (16 or 18 players). This ability for multiple players to participate in a game simultaneously is one of the most popular aspects of the gameplay in the PvP genre, and the fact that a certain number of players can participate in a game is not a component of the creative personality of a game work.

(3) Character Class

As mentioned earlier, the concept of classes in Dungeons & Dragons has since spawned a myriad of games, novels, movies, and more.

One game called “Plarium” describes “Fighter,” “Rogue,” “Magician (Wizard),” “Ranger,” and “Cleric” as classes commonly found in RPGs, with “Fighter” being a class that uses swords, axes, and other melee weapons, and “Barbarian” being a more offensive class, and “Warrior” being a class that balances offense and defense (see Plaintiff’s Exhibit 15, Plarium RPG Class Description).

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Many games set in ancient or medieval fantasy worlds utilize the concept of archetypal classes, and the six classes in “P3 Game” and “Dark and Darker” also utilize the concept of classes, as is, that are an integral part of traditional medieval fantasy worlds.

After all, the classes in “P3 Game” and “Dark and Darker” are all just no more than an integral part of the medieval fantasy world, so the fact that “P3 Game” has six classes, such as “Fighter,” that already existed in prior games is unlikely to be protected as a work of authorship.

(4) Other features

The Obligor warning letter alleges that both “P3 Game” and “Dark and Darker” share common features such as “dungeons surrounded by dark brickwork,” “the use of torches,” “weapons with fixed patterns,” “the concept of casting chests and doors that can be manipulated by the user,” and “the fact that it takes a certain amount of time to replace equipment.”

(i) We’ve already said that a ‘dungeon’ is, by definition, a ‘dungeon in a citadel surrounded by dark brickwork’.

(ii) The Presence of fixed attack patterns for each weapon is something that almost all games adopt. For example, a weapon called ‘knife’ can have three attack patterns: 1) slashing diagonally, 2) stabbing, and 3) slashing in a different direction from the first attack. “P3 Game” and “Dark and Darker” are similar to other FPS games in that they have fixed attack patterns for each weapon, but the types of weapons and the appearance of the fixed attack patterns for each weapon are all different. Among the earlier FPS dungeon crawlers, “Slasher’s Keep” has two fixed attack patterns for the “hatchet” weapon.

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The game 'Vermintide 2' also has fixed patterns for different weapons, such as axes, swords, bows, spears, staves, etc., The image below shows the 'Halberd' in 'Vermintide 2,' which has three fixed, generic attack patterns.

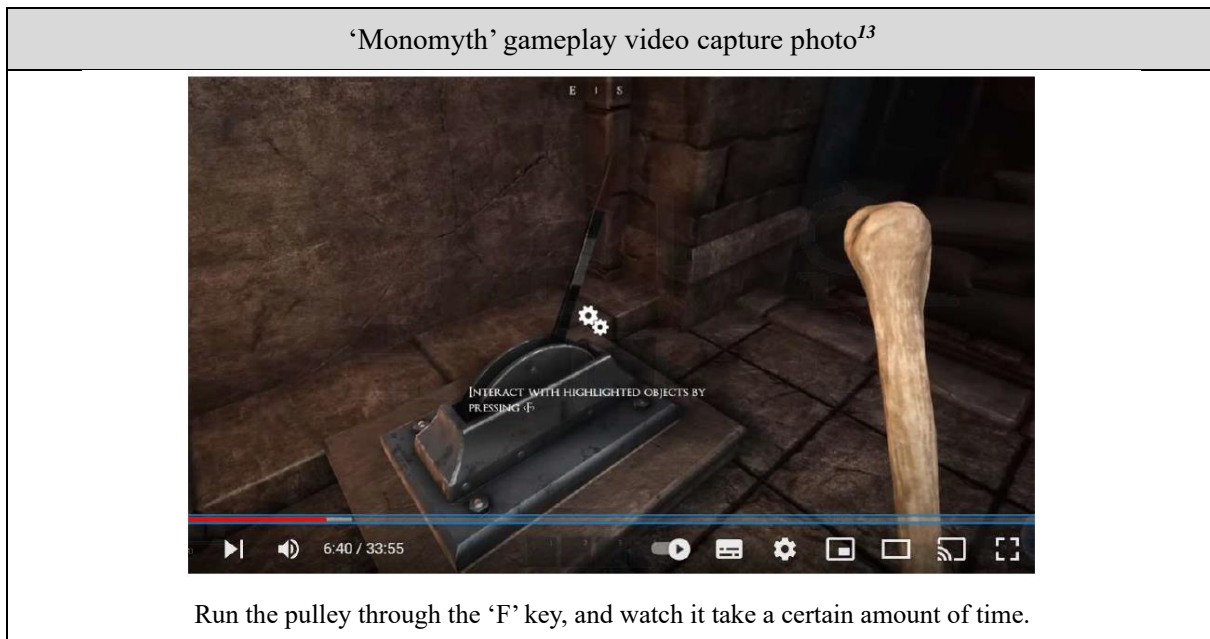


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¹¹ See Youtube video; <https://www.youtube.com/watch?v=tzclYE0AljY&t=2133s>

¹² See Youtube video; <https://www.youtube.com/watch?v=8ufs8YrHqR0>

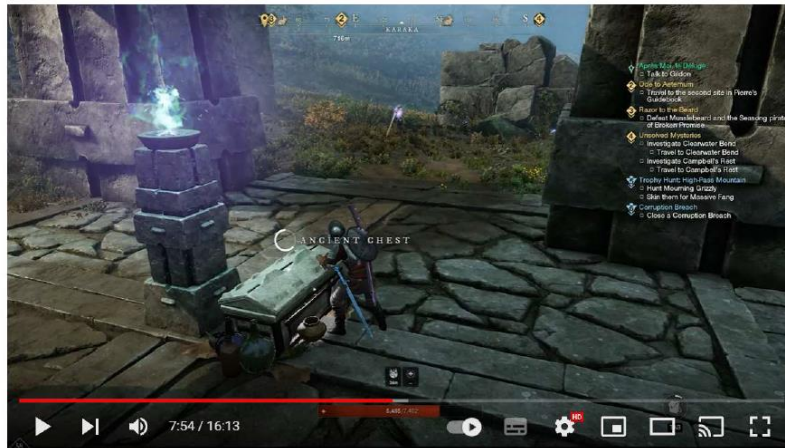
In addition, (iii) the use of casting to communicate with elements such as boxes and doors in the game, and (iv) the need for a certain amount of time to replace equipment are features that most games (e.g., Project Zomboid) have, except for some games that emphasize speed through fast game progression, and cannot be said to be unique to “P3 Game.”



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¹³ See Youtube video; https://www.youtube.com/watch?v=_lkr-Y9kgPo

“New World” gameplay video capture photo¹⁴



Opening a box via the ‘F’ key and watching it take a certain amount of time.

Capturing gameplay footage from ‘Project Zomboid’.¹⁵



A certain amount of time is spent wearing a piece of equipment called a “Black Digital Watch.

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¹⁴ See Youtube video; <https://www.youtube.com/clip/Ugkx3uYFhQXInJKjAK5BLHfjJuEz4vTG5ZJ>

¹⁵ See Youtube video; <https://www.youtube.com/watch?v=4WIoOprhVgo&t=354s>

D. Whether the combination of the above features creates a character or personality that distinguishes it from other games.

When you combine all of the features of the “P3 Game” claimed by Obligor in the warning letter, the “P3 Game” is nothing more than an implementation of the battle royale system that was released years ago and is still very popular today, such as “Battlegrounds” and “Fortnite,” where only one player or team survives by competing against other players, in a medieval fantasy world.

As described later, the “P3 Game” is a game developed by the Obligor company that began development around August 2020 and ceased development around July 2021 due to an unexplained unilateral decision by management.

“P3 Game” reflects only the primitive idea of applying the then-popular battle royale style of “Battlegrounds” and “Fortnite” to a medieval fantasy world, and does not reflect any features or personalities that distinguish it from other game works other than the implementation of typical “PvPvE,” “FPS,” and “RPG” genre gameplay.

Rather, as described in the following Paragraph, “Dark and Darker” is not a “one-time battle royale” aimed at the survival of the last one or one team, but an “extraction shooter” aimed at the escape of several people or several teams under certain conditions, and introduces concepts such as “escape route,” “magical attribution method,” “currency,” and so on. It introduces concepts not found in other battle royale games and adopts the same medieval fantasy world as “P3 Game,” but the number and types of weapons available to each class, the composition of the dungeon, the types of monsters appearing in the dungeon, the design and function of the tavern, and the abilities of each class are all developed differently from “P3 Game.”

In other words, “Dark and Darker” has features and structure that are different from other games, while “P3 Game” does not have any creative individuality that distinguishes it from its predecessors. The formal similarities between “P3 Game” and “Dark and Darker” are merely similarities between components that all games that implement the PvPvE genre within a medieval fantasy world have.

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E. Features and personality of “Dark and Darker”

“Dark and Darker” has features and personalities that distinguish it from other games, including “P3 Game,” as shown below.

	P3 GAME and more games of this genre	Dark and Darker
Game rules, how it works	<p>Start each game with the same basic items on hand</p> <p>One-time Battle Royale System</p>	<p>Extraction Shooter-style, escape wins concept (not necessarily 1 person or 1 team escaping)</p> <p>If you enter a dungeon equipped with an item that belongs to you, and escape from the dungeon using the blue portal with an item obtained inside the dungeon or an item stolen from an opponent, the item becomes yours, and you can take it with you to the next game, store it in your warehouse, or trade it with other players online for in-game currency.</p>
Character Stats	<p>Presence of three simple basic attributes with a base of “100,” which is the standard set by most video games</p>	<p>Taking a cue from tabletop RPGs like Dungeons & Dragons, it’s based on a number from 0 to 20.</p> <p>Five basic properties are intricately interrelated</p> <p>Redesigned physical and magical damage calculation formulas, armor calculation formulas, and each attribute’s calculation formula based on stats.</p>

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Growth System	No growth system.	Level system allows characters to grow up to 20 levels
Class Skills	Fixed, uneditable form of class technology	There are many editable skills and perks
Inventory (Belongings space)	Simple inventory structure with one item taking up one space, common in modern FPS games (like Fortnite).	Complex inventory structures where a single item takes up multiple spaces in the old Diablo style
Magic Attribution Structure	How Magic is Attributed to Spellbook Items Flip through the bookshelves with mouse clicks when selecting magic	How magic is attributed to player characters When selecting magic, press Q or E to bring up the Radial UI and move your mouse to select items, commands, emotes, etc., familiar from typical FPS games.
Magnetic Field Systems	Poison gas randomly fills each room and floods the map	Translucent, circular circle structure found in typical battle royale games
Other features	No escape portal system No merchant system No player-to-player trading system Items have no random attributes No difficulty system for monsters	Presence of an escape portal system Presence of a merchant system Presence of a player-to-player trading system Items have random attributes Monsters have a difficulty system

E. Sub-conclusion

“P3 Game” reflects only the abstract idea of a single-player battle royale genre of “PvPvE,” “FPS,” and “RPG” within a medieval fantasy world and has no personality or characteristics that distinguish it from other games, whereas “Dark and Darker” has personality and characteristics that distinguish it from other games, including “P3 Game.

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The components of “P3 Game” and “Dark and Darker” that Obligor alleged to be similar in the warning letter cannot be protected as works of authorship, and even among the components, “Dark and Darker” cannot be considered similar in form because it is designed differently from “P3 Game” in terms of specific configurations (different selection, arrangement, and combination) to give users a great sense of achievement and fun.

6. Sub-conclusion

The Obligor warning letter allegation that “P3 Game” and “Dark and Darker” are similar works is itself an unsupported allegation based solely on the genre similarities of “PvPvE,” “FPS,” and “RPG” in a “medieval fantasy world.”

IV. Unreasonableness of Trade Secret Infringement Claims

Obligor’s claims are based solely on malicious speculation that Ju-Hyun Choi misappropriated Obligor’s trade secrets through the conduct described below [Exhibit B] in the warning letter (Plaintiff’s Exhibit 2) and that Obligee used those trade secrets to develop “Dark and Darker.”

Content of the Warning Letter [Exhibit B]
<p>Ju-Hyun Choi unlawfully transferred and disclosed approximately 11,602 files of the data related to the P3 Project</p> <ul style="list-style-type: none"> - From April 2021 to June 18, 2021, 2,747 build files for the P3 Project were unlawfully transferred from the Nexon’s Jenkins server to Ju-Hyun Choi’s (“Choi”) private server located in Seosan without obtaining authorization. - From April 7, 2021 to May 11, 2021, 1,719 build files for the P3 Project were unlawfully transferred to Choi’s private server built on a home PC without obtaining authorization. - From May 31, 2021 to June 23, 2021, the data related to the P3 Project, including source code and art resources, were unlawfully transferred to Choi’s private server in Seosan without obtaining authorization on over 20 instances.

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As described later, when Ju-Hyun Choi was working on the P3 Project at Obligor, he used an external server that Obligor allowed him to use in order to efficiently work on the project while working from home due to the coronavirus outbreak.

Ju-Hyun Choi had already deleted all information on the external server when Obligor proceeded with disciplinary dismissal proceedings under the pretext of him using the external server around July 2021, and no information related to the “P3 Project” had been leaked.

Obligee developed “Dark and Dusk” independently with a blank slate, including planning the development roadmap, opening servers, setting milestones, etc., In the process of developing “Dark and Darker,” no materials related to the “P3 Project” were used, and Obligor’s warning letter does not provide any evidence that Obligee acquired or used Obligor’s trade secrets other than possible infringement of Ju-Hyun Choi’s trade secrets. In particular, Obligor’s claim against Ju-Hyun Choi for injunction against infringement of trade secrets, etc., was filed, According to the transcript of the Disciplinary Committee submitted in the Claim (Seoul Central District Court 2021 *Gahap* 560907), Ju-Hyun Choi had already deleted Obligor’s source codes from an external server before the date of the Disciplinary Committee meeting (July 12, 2021) (Plaintiff’s Exhibit 16: Ju-Hyun Choi Transcript), and the company Obligee was established on October 20, 2021, more than three months later (see Obligee Certified Copy of the Corporate Registry).

In the investigation of Ju-Hyun Choi pursuant to Obligor’s complaint, law enforcement raided Obligee’s offices on two separate occasions, but no Obligor source code was found on Obligee’s premises. Furthermore, Obligee has already provided law enforcement with all materials created during the development of “Dark and Darker,” as described below, and insofar as it is possible to reveal the truth that Obligee did not use Obligor’s information or data at all while developing “Dark and Darker,” in this proceeding, the Obligee is willing to submit the roadmap, milestones, coding history, etc., and all other materials related to the development of “Dark and Darker.”

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The investigative agency that is currently investigating Ju-Hyun Choi's alleged violation of the Unfair Competition Prevention Act (leakage of trade secrets, etc.) has obtained all materials in the possession of Obligee and its employees. Obligee rather hopes that a thorough investigation will reveal the truth that there is nothing in these materials related to the P3 Project and that no information from Obligor was used in the development of "Dark and Darker" (see Plaintiff's Exhibits 17 and 18, respectively).

V. The Necessity for Conservation

1. It is clear that acts of business obstruction, such as request for a take-down of Obligee on Steam, will continue and be repeated

As we have seen above, Obligor has been pursuing various means, including civil suits and lawsuits, against only one individual, Ju-Hyun Choi, who is in a relatively vulnerable position in the legal dispute.

Specifically, on July 9, 2021, Obligor sent content-certified postal mail to request not to infringe on trade secrets [Plaintiff's Exhibit 19: content-certified postal mail (Obligor - Ju-Hyun Choi)], and on August 2, 2021, a criminal complaint was filed with the Gyeonggi Southern Police Agency for violation of the Act on Prevention of Unfair Competition and Protection of Trade Secrets (leakage of trade secrets, etc.) and violation of the Act on Aggravated Punishment, etc., of Certain Economic Crimes (embezzlement) (see Plaintiff's Exhibit 16: 210802 Criminal Complaint). In addition, on August 20, 2021, the Obligor filed a lawsuit for injunction and damages for infringement of trade secrets with the Seoul Central District Court 2021 Gahap 560970 (see Plaintiff's Exhibit 20: Obligor Trade Secret Infringement Injunction Claim Complaint).

Meanwhile, when the Obligee's game was play-tested on Steam and was expected to generate significant sales, with more than 2 million registered users, Obligor sought to prevent the release of the Obligee's game altogether, and on On March 22, 2023, Obligor filed a copyright infringement notice with online service provider Valve and a takedown request ("Takedown Request"), and on March 23, 2023, Obligor sent warning letters to Obligee employees (see Plaintiff's Exhibit 2: Copyright Infringement Notice to Steam).

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It is clear that Obligor's actions against third parties, such as Valve, including its request to discontinue this case, have damaged Obligee's reputation and obstructed its business activities.

In response to Obligor's reckless legal response, Obligee responded through a position statement dated March 26, 2023, to the effect that it does not constitute copyright infringement and does not constitute infringement of trade secrets, and also provided attachments consistent with the response. As such, Obligee has responded to Obligor several times and requested the cessation of obstruction of business activities.

Ultimately, based on Obligor's conduct to date, it is clear that Obligor is not merely asserting trade secret infringement against Ju-Hyun Choi, but will continue or repeat its unlawful and unfair means to completely prevent Obligee from doing business at all. In particular, it is clear that if Obligee releases "Dark and Darker" on other platforms in the future, Obligor will seek to prevent the release of Obligee's games, such as the cease-and-desist request in this case, by suing online service providers on platforms where Obligee's games may be released and asking them not to offer Obligee's games.

2. Online service providers, such as Valve, are highly likely to stop publishing Obligee games if there is conduct such as this takedown request.

In the case of conduct such as the cease and desist request in this case, it is likely that an online service provider would remove the Obligee's game from the online service provider's platform upon Obligor's request to cease reproduction and transmission in order to avoid or reduce its liability under Section 512(a) of the U.S. Digital Millennium Copyright Act. In fact, upon receiving the cease and desist request, Valve immediately took down the Obligee's game and notified Obligor.

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After all, in the face of Obligor's behavior, such as the cease-and-desist request in this case, it's hard to expect Valve, et al. and online service providers to make a pragmatic decision after taking legal advice on such a request and make the game available again.

3. It is clear that Obligee will suffer irreparable harm as a result of the requested cease and desist, given the need for the timely release of Obligee's game and Obligee's financial condition

As mentioned above, Obligee is only a small game developer and cannot distribute or offer its games directly but can offer them through other major online service providers. Therefore, if a major online service provider, such as Steam, stops offering Obligee's games through its platform, Obligee will suffer an irreparable impact in terms of business operation.

In particular, in the case of games that combine highly successful elements from existing games, such as the Obligee game, it is highly likely that they will be copied by other similar games and it is extremely important to release them in a timely manner, and in view of the fact that Obligee, unlike Obligor, is only a small game development company and can only continue its business activities through the sale of Obligee games, it is necessary to prohibit and prevent Obligor's illegal and unfair acts as stated in Paragraph 1 of the application.

4. Sub-conclusion

Based on these facts, even if the Obligee later wins the underlying lawsuit seeking damages from the Obligor, it is unlikely that the Obligee will be able to fully recover its damages through such a reactive remedy, and it is difficult to expect the effectiveness of the compensation to cover the actual damage suffered. Therefore, it is necessary to seek a cessation and injunction against such infringing activities as a proactive remedy.

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VI. With respect to the Jurisdiction

On March 31, 2023, Obligee filed a complaint for confirmation of copyright infringement and injunction against business obstruction against Obligor in the Suwon District Court 2023 *Gahap* 13599, and the complaint was served on the Obligor on April 4, 2023, and the lawsuit for confirmation of copyright infringement and injunction against business obstruction is currently ongoing between Obligee and Obligor in the Suwon District Court.

In the event of a lawsuit regarding copyright, which is an intellectual property right excluding patent rights, pursuant to Article 24, Paragraph 1 of the Civil Procedure Act, the Suwon District Court, which is the district court where the Suwon High Court with jurisdiction over the Seongnam District Court, which has ordinary jurisdiction according to the address of the Obligor (Seongnam City), has territorial jurisdiction, and the Suwon District Court also has territorial jurisdiction over a lawsuit in which a claim for confirmation of copyright infringement and a claim for injunction against business obstruction are objectively joined in accordance with the relevant jurisdictional provisions of Article 25, Paragraph 1 of the Civil Procedure Act.

Therefore, pursuant to Article 303 of the Civil Enforcement Act, the district court where Obligor's lawsuit for confirmation of copyright infringement and injunction against business obstruction is pending is the competent court of jurisdiction for this temporary injunction against business obstruction.

VII. Supplementary Discourse - How the Case Has Happened

1. Preface

To help you understand this case, we'll explain how Obligor came to engage in conduct to obstruct Obligee's business and damage its reputation and credibility. We will do so by revealing that Obligor's actions are designed to retaliate against the departed employees and to blast Obligee to wither and die, a small gaming company that the employees work for.

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Non-party Ju-Hyun Choi, who participated in the development of “Dark and Darker” at Obligee, also served as the development director of the “P3 Project” when Obligor was working on the “P3 Project.”

When Obligor was conducting the “P3 Project,” Obligor disciplined Ju-Hyun Choi for leaking trade secrets by pointing out that Ju-Hyun Choi used an external server, and criminally prosecuted Ju-Hyun Choi for violating the Act on Prevention of Unfair Competition and Protection of Trade Secrets (trade secret leakage, etc.) on July 7, 2021, and lodged a formal criminal accusation against Ju-Hyun Choi on August 2, 2021.

However, as described later, Ju-Hyun Choi was forced to work from home during the “P3 Project” due to the coronavirus outbreak and efficiency problems of the server within the Obligor company, and inevitably used an external server that had been used with the permission of the Obligor company in the past, and during the disciplinary dismissal process in or about July 2021, all the content stored on the external server was irretrievably deleted, so that when he left the company, he did not have any information related to the Obligor company, and no information related to the Obligor was used in the process of developing “Dark and Darker” after the Obligee company was established.

Nevertheless, when Obligee’s “Dark and Darker” received explosively rave interest from users around the world during its pre-release testing phase, Obligor sent a warning letter (Plaintiff’s Exhibits 1-1 and 1-2) to Ju-Hyun Choi and Terence Seungha Park, respectively, on March 23, 2023, with the purpose of preventing Obligee from releasing “Dark and Darker” to the public, and one day before sending the warning letter, on March 22, 2023, already abused the takedown procedures of Section 512 of the U.S. DMCA to obstruct Obligee’s launching operating of “Dark and Darker” through Steam by sending a takedown notice (Plaintiff’s Exhibit 3) to Valve, the operator of Steam, the game publishing platform used by Obligor [*sic*] for the “Dark and Darker” game service.

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However, as noted above, Obligor’s copyright infringement allegations in its warning letter and Takedown Notice contain no allegations or proof of (i) what creative expression form “P3 Game” possesses as compared to the other games, let alone (ii) any similarity between the creative expression forms, to the extent that there is any similarity between the components of “Dark and Darker” and “P3 Game.” The outcome was inevitable because they both fall within the “PvPvE,” “FPS,” and “RPG” genres under the “medieval fantasy universe” heading.

Specifically, as will be discussed later, the take-down regime in Section 512 of the U.S. DMCA provides that if an online service provider (OSP) takes down a posting in response to a formal notice from a person claiming to be the copyright holder that a particular posting infringes their copyright, the OSP is not liable for the takedown, even if the claim is found to be without merit.¹⁶

The take-down notice system has also been abused to take down posts by innocent publishers at the behest of the alleged infringer, as the alleged infringer need only send a formally required take-down notice to the OSP and the OSP will take down the post in order to obtain immunity (see Plaintiff’s Exhibit 21, DMCA Abuse_Netposts).

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¹⁶ DMCA 512(g)(1)(i) says: “(1) **No liability for taking down generally.** -Subject to paragraph (2), **a service provider shall not be liable to any person for any claim** based on the service provider’s good faith disabling of access to, or removal of, material or activity claimed to be infringing or based on facts or circumstances from which infringing activity is apparent, regardless of whether the material or activity is ultimately determined to be infringing.”

As a small game developer, Obligee had no choice but to publish its “Dark and Darker” game through Steam instead of self-publishing. However, after Obligee unilaterally issued a takedown notice to Steam without any evidence of copyright infringement, Valve, the operator of Steam, stopped publishing any material related to “Dark and Darker,” including Obligee’s test version of “Dark and Darker,” which was published through Steam, and Obligee is no longer able to release and service “Dark and Darker” normally through Steam.

Even if a Korean or U.S. court ultimately decides that "Dark and Darker" does not infringe Obligor’s "P3 Game" copyright, there will be no users left to play "Dark and Darker" after years of court battles in a game market where trends change rapidly.

2. How Obligor proceeded with the “LF Project”

In August 2020, Obligor launched the “P3 Project” to develop a dungeon-exploring game in a medieval fantasy world, similar to games that already existed. Ju-Hyun Choi, who is currently working at Obligee, served as the development director of the “P3 Project” at the time.

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Ju-Hyun Choi has always had a outstanding knack for game development, even developing games in clubs when starting with his time as a solo developer. Ju-Hyun Choi joined Obligor in 2013, but resigned from Obligor after less than a year because he felt that his philosophy on games, which was to develop games that were challenging, read fast trends, and made people have fun, did not fit with Obligor's focus on developing or distributing games with guaranteed profits. Afterwards, Ju-Hyun Choi joined Tingsoft, a non-party company, but returned to Obligor when Obligor acquired Tingsoft in or about April 2018.

In January 2019, Obligor started a project called "LF" to develop a "roguelike" game.¹⁷ Ju-Hyun Choi was the general director of the LF Project, and he was making every effort to develop a game that would be fun for many people around the world.

However, Obligor's management suddenly stopped the "LF Project" around August 2020 without any reasonable grounds, and Ju-Hyun Choi was forced to propose a new "P3 Project" to Obligor to develop a game in the 'FPS-RPG' genre.¹⁸ Ju-Hyun Choi lost a lot of trust in Obligor as he experienced months of development efforts being wiped out in a single day without any set standards or principles.

¹⁷ A "roguelike" game is a game in which the elements that must be achieved to succeed (clear) the game or the elements that can be used to clear the game are randomized (randomized) each time the game is played, and it is a genre that allows players to have fun through strategies that reduce the risk of failing to clear the game due to chance factors.

¹⁸ 'FPS' is the genre of 'First Person Shooter', which refers to the genre of games played in the first-person perspective, and 'RPG' is the genre of 'Roll Playing Game', which refers to the genre of games where the user playing the game takes on a specific role. In other words, the 'FPS-RPG' genre refers to games in the PRG genre played in the first person.

3. How Obligor proceeded with the “P3 Project”

In the gaming industry, Ju-Hyun Choi knew exactly what gamers want and how trends cycle, but he also knew that gamers want to play games in genres, fictional worlds, and mechanics they’re familiar with, even if those games not new. Ju-Hyun Choi also understood that the most important strategy was to release familiar games in line with trends and timing.

Therefore, Ju-Hyun Choi wanted to develop a game that could be played with traditional weapons such as swords and staves in a medieval fantasy world, unlike ‘Battlegrounds’ and ‘Overwatch,’ which use firearms in a modern civilization or sci-fi world, which were popular at the time of the “P3 Project,” even in the same ‘FPS’ genre.

In particular, Ju-Hyun Choi wanted to develop a “dungeon crawler” game in which players explore dungeons for treasure in the world of “Dungeons & Dragons,” a game that is considered a pioneer in medieval fantasy and has been the inspiration for a myriad of games that have adopted its worldview.¹⁹

As mentioned earlier, Ju-Hyun Choi’s game development philosophy is that gamers want to play games in genres they are familiar with, in fantasy worlds they are familiar with, and in ways they are familiar with, so it’s important to make familiar games trendy and available to gamers when they want to play them. With the P3 Project, Ju-Hyun Choi wanted to develop a game based on a typical medieval fantasy world, with the kind of plot that would be inevitable in a game set in medieval fantasy.

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¹⁹ A “dungeon crawler” game is a fantasy game that involves exploring an enclosed space called a dungeon, and the Diablo series, which has become a worldwide phenomenon, is considered a “dungeon crawler” game.

4. How Obligor proceeded with their disciplinary termination of Ju-Hyun Choi

In early 2020, when Obligor was working on the LF Project, the coronavirus pandemic forced most of Obligor's employees to work from home (WFH), including the LF Project team.

Even prior to WFH telecommuting, it was common in the game development industry to use external servers to work from home and at work so that work could continue regardless of location, and this was no different at Obligor. Within Obligor, it was known that using external servers to quickly upload, test, and backup materials would help us work more efficiently and quickly, and as long as it was done right, it was an accepted practice.

Ju-Hyun Choi is the development director of the "LF Project" and used external servers with Obligor's approval for efficient development, and also used external servers with Obligor's permission while working on the P3 Project.

Ju-Hyun Choi, who has always had a firm philosophy on game development, often had friction with the management of Obligor, who wanted obedient developers. It was important for Ju-Hyun Choi not to miss the release timing of the game according to the game industry trend. Therefore, he used the commercial "Unreal" engine²⁰ to develop the game quickly through highly refined functional elements, even if the refinement of the graphics was somewhat lower, and utilized commercial graphic "assets"²¹ for the design resources required for the game, enabling fast development at a low cost, even if it meant giving up on the individual personality of "P3 Game."

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²⁰ An engine that anyone can pay to use

²¹ Graphic design output that anyone can pay to use

Developing games using commercial engines and off-the-shelf assets like this is a popular approach for many game development projects aimed at saving money and reducing development time - for example, the famous “PUBG” game was developed that way.

While there are some parts of the “P3 Project” that went in the direction Ju-Hyun Choi wanted due to his strong insistence, Obligor’s management did not hire the right people at the right time, revised the development schedule from time to time, implemented a simple dungeon exploration feature with no difference from other games, and set a rushed release schedule, and so on and so forth, forcing a development direction that Ju-Hyun Choi could not understand.

As described above, as the P3 Project progressed, the friction between Ju-Hyun Choi and Obligor’s executives intensified. In July 2021, Obligor abruptly terminated Ju-Hyun Choi for allegedly leaking trade secrets by questioning Ju-Hyun Choi’s use of an external server. Furthermore, Obligor requested full access to the external server from Ju-Hyun Choi, but since the external server contained not only Ju-Hyun Choi’s personal information but also private materials such as materials that Ju-Hyun Choi had collected from the time he first started developing the game, Ju-Hyun Choi irretrievably deleted all materials on the external server, including materials used to develop the P3 Project, so that he did not retain any materials related to the P3 Project through the external server.

Nevertheless, on August 2, 2021, Obligor filed a criminal complaint against Ju-Hyun Choi with the Gyeonggi Southern Police Agency, alleging trade secret infringement, and on August 20, 2021. Seoul Central District Court 2021 *Gahap* 560970, without any assertion or proof of the fact that Ju-Hyun Choi actually leaked Obligor’s trade secrets to the outside, as well as what damage was caused to Obligor, and alleged that it suffered damage just by way of the fact that Ju-Hyun Choi used an external server while working on the “P3 Project,” and alleged that it suffered damage, and even received a temporary seizure decision on all assets of Ju-Hyun Choi including real estate, car, etc.

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5. How Obligor's "P3 Project" was discontinued, and Obligee was formed

Obligor's management appointed a new person who was obedient to the management in place of Ju-Hyun Choi as the development director of the "P3 Project" team after Ju-Hyun Choi was dismissed around July 2021, and the new development director of the "P3 Project" stopped the "P3 Project" altogether, saying that "the existing 'P3 Game' has no vision," and immediately started a new project named "P7" instead of "P3 Project."

At the time of the P3 Project's demise, "P3 Game" was nothing more than a game that implemented a typical Battlegrounds-like battle royale system into the medieval fantasy "FPS-RPG" genre, in which "users choose their favorite class from six classes in a medieval fantasy world, and then team up with three other players to compete against other teams to explore dungeons and obtain treasure, with only one team surviving at the end.

Obligor's de facto transition from "P3 Project" to "P7 Project" led to the departure of several members of the "P3 Project" team, including the current head of Obligee, who felt that Obligor's approach to developing and releasing a proper game was not feasible.

Later, Terence Seungha Park, corporate representative of Obligee company, founded Obligee company by investing KRW200 million on October 20, 2021, and the team members of "P3 Project" who left Obligor company, including Ju-Hyun Choi, joined Obligee company to develop a new game that is familiar to people and meets the latest trends, beyond just a typical medieval fantasy 'dungeon crawler' game.

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6. How Obligee proceeded with “Dark and Darker”

Unlike the “P3 Project,” which was subject to unintelligible instructions and interferences from Obligor’s management, Obligee’s “Dark and Darker” was able to progress smoothly from the creation of a development roadmap to a playable game under Ju-Hyun Choi’s strong leadership and firm development philosophy.

In particular, the existing P3 Project team members who worked on “Dark and Darker” at Obligee had a good chemistry with each other, and although Obligee was not in a good financial situation, using the commercial Unreal game engine and off-the-shelf assets allowed them to significantly shorten the development time, hire the right people at the right time, and develop the game efficiently and very quickly.

Obligee is based on a typical medieval fantasy world and has a traditional plot with the typical “warrior,” “ranger,” “wizard,” etc., classes that are bound to appear in a game set in a medieval fantasy world, where players can explore dungeons using weapons appropriate to their class and gain a sense of accomplishment by avoiding or defeating the typical monsters that appear in the dungeons while searching for treasures hidden throughout the dungeons.

In addition, Obligee has adopted the “Extraction Shooter” genre, similar to Escape from Tarkov, which has been very popular since the open beta on December 18, 2017, to “Dark and Darker.” This is a so-called “medieval pseudo-Tarkov” system in which users team up to explore dungeons in competition with other teams, and only the team that finally escapes the dungeon can take the treasures acquired during the dungeon exploration and utilize them in the next game. On the other hand, “P3 Game” was a simple “battle royale” genre like “Battlegrounds.”

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As mentioned earlier, “P3 Game” was a typical “one-time battle royale dungeon crawler” game in which players explore dungeons under a medieval fantasy world and compete with others to capture treasures, whereas “Dark and Darker” introduces the concept of escaping dungeons, the concept of turning treasures obtained by escaping dungeons into marketable goods, the concept of continuous rewards for escaping, and the method of creating large and complex dungeons by combining small dungeons that are standardized and modularized like Lego blocks, By introducing elements that elicit a greater sense of challenge and achievement for many people, introducing currency and trading functions that are unfamiliar in the FPS genre, and adding new character details, types of weapons available for each class, and magic systems, the game has become a new game that is completely different from the “P3 Game.”

7. The “box office” success of “Dark and Darker”

Obligee launched a test version of “Dark and Darker” on Steam, a global game publishing platform, in August 2022, and conducted four public alpha tests until February 2023²² ²³.

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²² Unlike Obligor, a large game company with its own game publishing platform, Steam is a platform that allows smaller companies like Obligee to upload their games to Steam and make them available to people around the world.

²³ Obligee’s alpha test was a testing method that allowed the public to play a test version of the game in order to fix various bugs before the game was released to the public, such as players finding bugs in the game and forwarding them to the developers.

The alpha test of “Dark and Darker” was a huge success that no one at Obligee, including Ju-Hyun Choi, could have predicted (see Plaintiff’s Exhibit 1 and Plaintiff’s Exhibit 22 Dark and Darker “box office” numbers). As shown in the Dark and Darker box office article, “Dark and Darker” had 100,000 concurrent users and 2 million cumulative users during its alpha test, was the #2 most anticipated game on Steam, and had 1.7 million users with “Dark and Darker” on their pre-release wish list. This means that at least 1 million Steam users are expected to purchase a copy of “Dark and Darker” in its first year of release.²⁴

8. Obligor’s business obstruction through warning letter and take-down

As mentioned above, after “Dark and Darker” became a huge hit among Steam users around the world, which even Obligee could not have predicted, Obligor suddenly sent a warning letter through a U.S.-based law firm on March 23, 2023, stating that the reproduction, distribution, transmission, etc., of “Dark and Darker” infringes Obligor’s copyright (see Exhibit 2, each warning letter). It should also be noted that Obligor had already filed a DMCA Section 512 takedown notice against Steam on February 22, 2023, one day before sending the above warning letter, and that, regardless of whether “Dark and Darker” and “P3 Game” are similar works, Obligor’s formal takedown notice has resulted in the removal of all posts related to “Dark and Darker” on Steam.

However, (i) Obligee developed the “Dark and Darker” game independently without reference to or use of any materials created as a result of or in the course of the P3 Project, (ii) resource filenames do not constitute programmatic authorship, and both the “P3 Game” and “Dark and Darker” were developed by purchasing commercially available assets, which necessarily resulted in the same commercial asset resource filenames; and (iii) Obligor’s alleged similarities between the “P3 Game” and “Dark and Darker” are elements that are typical of prior games and do not constitute creative expression, which in and of themselves constitute an unsupportable allegation that Obligee infringed Obligor’s copyright.

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²⁴ To compare Blizzard’s success story, Starcraft 1 sold about 4.5 million copies in Korea, and Diablo 2 sold about 2 million copies.

Section 512 of the DMCA provides immunity for online service providers (“OSPs”) from copyright infringement, allowing OSPs to be immune from liability if they take down a work at the unilateral request of a person alleging copyright infringement (DMCA 512(g)(1)).

In other words, Section 512 of the DMCA allows an OSP to take down a particular posting upon unilateral notice from a person alleging that the posting infringes his or her copyright, and immunizes the OSP from any damages suffered by the poster as a result of the OSP’s takedown, allowing a claimant of copyright infringement to take down a particular post that is being published by an OSP in the course of its relationship with the OSP without a court determination or order (like the above-referenced DMCA abuse example (Plaintiff’s Exhibit 21) being a result of abusively taking advantage of these features of the DMCA).

Pursuant to DMCA 512(g)(3)(D), a subscriber to a takedown notice must consent to the jurisdiction of the court of the OSP’s domicile when filing a counter-notice in response to a take-down notice, and therefore, Obligee will not be able to service “Dark and Darker” through Steam unless and until Steam voluntarily resumes posting “Dark and Darker” in a U.S. court of competent jurisdiction in Bellevue, Washington, the domicile of Valve Corporation, a U.S. corporation, which is the provider of the Steam service, to determine the legality of Steam’s takedown of “Dark and Darker.”

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As mentioned earlier, Obligee was alpha-tested with Steam users from August 2022 to February 2023, and was able to gain great popularity with users around the world, including about 100,000 concurrent users and about 2 million cumulative users.

However, given the extremely short gaming trend cycles, it's obviously clear that Obligor's business obstruction will result in other games in a similar genre being released first, etc., and that if they miss the right time for a full release, they won't end up making any money in the gaming market.

As such, Obligor has exploited the situation that Obligee, a small game company, has no choice but to release "Dark and Darker" through Steam, which is subject to the U.S. DMCA, knowing full well that Obligor's copyright infringement claims have no basis, and continues to engage in acts of business obstruction to harass Obligee, such as sending a copyright infringement warning letter and requesting a Section 512 DMCA take-down.

9. Sub-conclusion

"Dark and Darker" is a newly developed game by the same developers who founded Obligee after Obligor ceased development of the traditional "P3 Game" genre of exploring dungeons for treasure in a medieval fantasy world.

Obligor unilaterally sent a warning letter alleging copyright infringement without even stating any of the required facts to establish copyright infringement and abused Section 512 of the DMCA to shut down Obligee's "Dark and Darker" service via Steam.

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VIII. Concluding Words

For the foregoing reasons, we respectfully request that Obligee's application be granted.

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Exhibits

1. Plaintiff's Exhibit 1 Dark and Darker box office records
2. Plaintiff's Exhibit 2 at 1. Warning Letter (Ironmace)
3. Plaintiff's Exhibit 2 at 2. Warning Letter (Ju-Hyun Choi)
4. Plaintiff's Exhibit 3 Copyright Infringement Notification to Steam
5. Plaintiff's Exhibit 4 Asset List
6. Plaintiff's Exhibit 5 Unreal Engine Naming Conventions
7. Plaintiff's Exhibit 6 Dungeons & Dragons *_Namuwiki*
8. Plaintiff's Exhibit 7 at 1. Dungeons & Dragons class descriptions *_Wikipedia*
9. Plaintiff's Exhibit 7 at 2. Dungeons & Dragons class descriptions *_Wikipedia*
10. Plaintiff's Exhibit 8 Prior Character Works
11. Plaintiff's Exhibit 9 Introduction to Panteon article
12. Plaintiff's Exhibit 10 WallPapersCraft
13. Plaintiff's Exhibit 11 Introduction to Castle Torgeath
14. Plaintiff's Exhibit 12 Previous Games for Dungeon Backgrounds
15. Plaintiff's Exhibit 13 Steam Genre Search Results
16. Plaintiff's Exhibit 14 Tavern posts
17. Plaintiff's Exhibit 15 Plarium RPG Class Description
18. Plaintiff's Exhibit 16 Transcript (Ju-Hyun Choi)
19. Plaintiff's Exhibit 17 210802 criminal accusation complaint
20. Plaintiff's Exhibit 18 at 1. 230307 Seizure list issuance
21. Plaintiff's Exhibit 18 at 2. 230203 Copy of search warrant
22. Plaintiff's Exhibit 19 210709 content-certified postal mail (Obligor-Ju-Hyun Choi)
23. Plaintiff's Exhibit 20 210820 Obligor Trade Secret Infringement Injunction Claim Complaint
24. Plaintiff's Exhibit 21 DMCA Abuse *_Netpost*
25. Plaintiff's Exhibit 22 Articles related to the "box office" success of Dark and Darker

Appendices

1. Obligee Certified Copy of its Corporate Registry
2. Obligor Certified Copy of its Corporate Registry
3. Litigation Power of Attorney and Designation of Attorney

April 10, 2023

Litigation Counsel for Obligee
LIN, a Law Corporation

FOR VIEWING ONLY

Attorney Yong Gap Kim
Attorney Dong Hwan Shin
Attorney Jae Goo Lee
Attorney Jang Hoon Han

To the attention of Suwon District Court

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[Separate Sheet]

List

With respect to Plaintiff's "Dark and Darker" game,

1. Act of requesting to third parties such as online service providers, such as Valve Corporation, requesting that the reproduction and transmission of the above games be stopped because Plaintiff has infringed Defendant's copyrights, etc.;
2. Act of posting on an internet website or otherwise publishing a news release saying that Plaintiff has infringed Defendant's copyright or trade secrets; and
3. Act of sending a content-certified letter or a warning letter to Plaintiff's customers describing the [alleged] facts of copyright infringement or trade secret infringement. The End

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CERTIFICATION OF TRANSLATION
and
DECLARATION

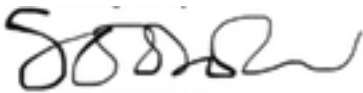
State of California)
) S. S.
Los Angeles County)

I, Soomi Ko, the undersigned, declare that I am a duly certified Korean Court Interpreter approved by the United States District Courts, certified by the State of California and the Los Angeles County Superior Courts, with competent knowledge of Korean and English, and that I have truthfully and correctly translated for Nexon Korea Corporation v. Ironmace Co., Ltd., et al., Case No. 2:23-cv-00576-MLP (W.D. Wash.) from Korean to English and that the said translation is, to the best of my knowledge and belief, a true and correct translation. I further declare that I am neither counsel for, related to, nor employed by any of the parties, and that I have no financial or other interest in the outcome of any action related to this translation. I declare that the foregoing is true and correct.

Description of Translated Documents

Ironmace’s Application for Temporary Injunction Against Business Obstruction

Executed on June 8, 2023



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Specializing in Korean and Chinese Languages

EXHIBIT 3



Sensitive
보존연한 : 영구보관

넥슨인을 위한 생활 보안지침

12
2

분 류	운영지침	규 정 번 호	NXIT_D0101
담 당 부 서	넥슨코리아 / 보안정책팀	적 용 일	2018-11-12
승 인	정보보호 최고책임자	최 종 수 정 일	2020-06-09



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열람용



제 1 장 | 총 칙

제 1 조 【 목적 】

본 지침은 (주)넥슨코리아(이하 "회사"라 함)의 모든 임직원이 회사의 정보자산을 안전하게 보호하기 위해 준수해야 하는 기본적인 보안 요구사항을 제시하고 있으며, 정보보호 관련 법률 준수와 정보보호 활동을 위한 역할 및 책임을 정의하는 것에 목적이 있습니다.

제 2 조 【 범위 】

본 지침은 회사에서 근무하는 임직원(계약직, 파견직, 인턴 및 아르바이트 포함)을 주요 대상으로 합니다.

제 2 장 | 정보보호 책임

제 3 조 【 법률 및 회사 정책 준수 】

1. 모든 임직원은 정보보호 규정 및 지침 등 사규와 정보보호 관련 법률을 반드시 준수해야 합니다.

제 4 조 【 정보보호 의무 】

1. 모든 임직원은 직무상 접근 권한이 부여된 정보자산을 보호할 책임이 있습니다.
2. 정보자산을 개인의 목적과 이익을 위하여 사용해서는 안 되며, 업무 목적으로만 사용해야 합니다.
3. 정보자산이 허가받지 않은 외부자에게 유출 또는 오·남용되지 않도록 안전하게 관리해야 하고, 접근이 허용되지 않은 서비스 및 시스템 등에 고의적인 접근 시도를 해서는 안 됩니다.
4. 외부에서 만들어진 소프트웨어나 문서를 이용할 때에는 반드시 저작권 사용 허락을 받아야 하며, 정당하지 않은 방식으로 정보를 수집하거나 무단 사용 또는 배포해서는 안 됩니다.

제 5 조 【 보안사고 관리 】

1. PC, 모바일 기기, 네트워크 장비 등 정보시스템에서 비정상적 행위나 이상 징후를 발견하면 정보보호 주관부서에 신고합니다.
2. 정보자산 및 개인정보가 유출, 도난, 해킹, 공격, 비정상적인 접근 시도 등으로 침해사고가 발생한 경우 침해사고 대응 조직에 즉시 알리고 대응 계획에 따라 신속하게 대응합니다.
3. 침해사고 발생 시 관련된 내용을 침해사고 대응 조직이 아닌 누구에게도 임의로 알려서는 안 되며, 공개가 필요한 경우 침해사고 대응 조직과 협의합니다.



제 3 장 | 정보보호 조직

제 6 조 【 정보보호 조직 】

1. 정보보호 최고책임자는 회사의 정보보호 전략 계획을 수립하여 추진하고 총괄합니다.
2. 정보보호 관리자는 정보보호 전략 계획을 운영하고 이행하는 업무를 총괄합니다.
3. 부서별 보안책임자는 부서의 장이 되며 부서 내 정보보호 업무 수행 및 관리를 하고 정보보호 주관부서의 업무 협조 요청 시 이를 지원합니다.

제 7 조 【 개인정보보호 조직 】

1. 개인정보보호 책임자는 회사의 개인정보보호 전략 계획을 수립하여 추진하고 총괄합니다.
2. 개인정보보호 관리자는 개인정보보호 전략 계획을 운영하고 이행하는 업무를 총괄합니다.
3. 정보보호 조직과 개인정보보호 조직은 역할과 책임에 따라 구분될 수 있습니다.

제 4 장 | 정보 자산 관리

제 8 조 【 관리 원칙 】

1. 부서별 보안책임자는 부서에서 소유하거나 관리하는 정보자산의 유형과 보안등급을 분류해야 합니다.
2. 정보자산은 기밀성, 무결성, 가용성을 고려하여 중요도를 산정하고 보안등급을 부여합니다.
3. 정보자산은 보안등급, 자산번호, 운영부서 등 관리에 필요한 사항을 포함하여 목록을 만들어 유지하고 관리합니다.
4. 문서자산은 기밀성을 고려하여 기밀, 대외비, 일반정보로 분류하여 관리합니다.

제 9 조 【 기밀 정보 관리 】

1. 기밀 정보는 회사 내·외부에 부당하게 공개되거나 누설될 경우 회사에 중대한 영향을 미치는 정보를 말하며, 항상 최소한의 인원만 접근하도록 해야 합니다.
2. 기밀 정보의 공개 및 접근 권한이 필요한 경우 해당 정보자산에 대한 의사결정 권한을 가지고 있는 임직원의 검토를 받습니다.

제 10 조 【 대외비 정보 관리 】

1. 대외비 정보는 회사 외부에 공개되어서는 안 되나 업무상 자유로운 사내 열람이 필요한 정보를 말하며, 회사 임직원만 접근하도록 해야 합니다.
2. 대외비 정보의 공개 및 접근 권한이 필요할 경우 부서별 보안책임자가 판단하여 제공합니다.

제 11 조 【 일반 정보 관리 】



1. 일반 정보는 외부에 공개 시 문제가 될 가능성이 없는 정보를 말합니다.

제 12 조 【 개인정보 관리 】

1. 개인정보는 최소한의 항목만 정보주체의 동의를 얻어 수집하고, 아동의 개인정보는 법정대리인의 동의를 얻어 수집합니다.
2. 개인정보는 이용 목적이 명확해야 하고, 명시된 이용 목적 범위 안에서만 처리합니다.
3. 개인정보의 처리에 관한 사항은 개인정보 처리방침을 통해 공개하고, 정보주체의 권리를 보장합니다.
4. 개인정보는 처리 방법 및 종류, 중요도, 침해 가능성 등을 고려하여 안전하게 관리하고, 백업 데이터도 원본 데이터와 동일한 수준으로 관리합니다.
5. 중요 개인정보는 회사에서 정한 암호화 기준에 따라 안전한 알고리즘으로 암호화합니다.
6. 개인정보를 제3자에게 제공하는 경우와 국외로 이전하는 경우, 위탁하는 경우에 정보보호를 위한 계약서를 체결하며 관계 법률에 따라 정보주체에게 알리거나 별도 동의를 얻습니다.
7. 영업의 양도·합병 등으로 개인정보를 타인에게 이전하거나 이전받는 경우 사전에 관련 정보를 개인정보보호 주관부서에 알리고 이전 준비를 합니다.
8. 개인정보는 이용 목적을 달성하거나 보유 및 이용 기간이 끝나면 복구할 수 없는 방법으로 완전히 파기하며, 제3자에게 제공된 경우 계약 종료 시 완전히 파기하도록 요청하고 확인합니다.
9. 클라우드 이용 시 개인정보의 저장, 처리는 제한되고, 업무상 처리가 불가피한 경우 개인정보보호 주관부서 검토를 받습니다.

제 5 장 | 인적 보안

제 13 조 【 인사 변동 시 보안 】

1. 입·퇴사 시와 회사의 정보보호 활동에 중대한 변화가 있는 경우 정보보호 서약서를 작성합니다.
2. 개인정보취급자는 최소한의 인원으로 지정하고, 개인정보보호 서약서를 작성합니다.
3. 업무 수행 시 취득한 중요정보를 허가되지 않은 자에게 제공해서는 안 되며, 특히 외부로 유출되지 않도록 주의합니다.
4. 휴직, 퇴사 또는 관계사 이동, 계약 만료 시 지급받은 장비와 접근 권한, 업무 자료 등 회사와 관련된 자산은 모두 반납합니다.
5. 정보자산은 계약에 따라 상호 보관하기로 한 경우를 제외하고 모두 반납하거나 중요정보를 복구할 수 없는 방법으로 완전히 파기합니다.

제 14 조 【 정보보호 교육 및 인식 제고 】

1. 임직원은 매년 정보보호 교육을 받아야 하고, 개인정보취급자는 개인정보보호 교육을 추가로 받아야 합니다.
2. 신규 입사자 및 신규 직책자와 같이 새로운 업무를 수행하는 경우 역할에 맞는 정보보호 교육을



받아야 합니다.

제 15 조 【 외부자 관리 】

1. 계약 체결 시 외부자가 준수해야 할 정보보호 요구사항과 위반 시 책임 등을 계약서에 포함하고 관리 및 감독합니다.
2. 외부자와 협업을 하는 담당자는 외부자의 소속 회사 또는 해당 업무 수행 직원에게 정보보호 서약서를 받아서 관리합니다.
3. 외부자는 회사 정보시스템에 접속할 수 없으나, 업무상 접속이 불가피한 경우 계약 체결 및 정보보호 서약서 작성 여부를 확인한 후 해당 정보시스템 관리 부서의 검토를 받아 최소한의 접근 권한으로 이용합니다.

제 16 조 【 외부 커뮤니케이션 】

1. 미디어, 투자 기관 등 외부기관에 기고, 저술, 자료 제공 등의 커뮤니케이션을 할 때 책임은 해당 임직원에게 있습니다.
2. 외부 커뮤니케이션 시 회사의 기밀, 대외비 등급 정보가 포함되지 않도록 해야 하며, 필요 시 외부 커뮤니케이션을 주관하는 부서와 협의합니다.

제 6 장 | 업무 보안

제 17 조 【 업무용 단말기 보안 및 프로그램 관리 】

1. 회사에서 지급하거나 사용을 허락한 PC와 모바일 기기는 백신 등 보안 솔루션 설치, 업데이트 최신화, 비밀번호 설정 등의 보안 조치를 적용합니다.
2. 프로그램은 회사에서 구매하거나 저작권 사용 허락을 받은 것만 설치해야 합니다.
3. 업무 목적으로 사용하는 모바일 기기는 다른 정보자산과 동일한 정보보호 정책을 적용합니다.
4. 모바일 기기에 중요정보를 저장하지 않아야 하고, 업무상 저장이 필요한 경우 암호화하거나 별도의 보안 조치를 적용합니다.
5. 모바일 기기 분실 시 메일 연동을 초기화하고 정보보호 주관부서로 즉시 신고합니다.

제 18 조 【 공용 업무용 단말기 관리 】

1. 개인에게 지급된 PC는 공용으로 사용하지 않아야 하고 업무상 공용으로 사용이 필요한 경우 중요정보를 저장하지 않아야 합니다.
2. 공용 PC는 업무 목적으로만 사용하고, 중요정보를 저장할 경우 부서별 보안책임자 검토 후 접근 권한 최소화 및 접근 통제 등의 보안 조치를 적용합니다.

제 19 조 【 계정 및 비밀번호 관리 】



1. 모든 계정은 업무상 필요한 최소한의 인원에게 1인 1계정으로 부여하며, 계정이 생성될 정보 자산의 관리 부서가 발급 적절성을 검토합니다.
2. 비밀번호는 작성규칙에 따라 안전하게 설정하고, 주기적으로 변경하며 유출되지 않도록 관리합니다.

제 20 조 【 권한 관리 】

1. 권한 오남용으로 인한 피해를 줄이기 위해 권한과 책임에 따라 직무를 분리합니다.
2. 접근 권한 부여와 권한 위임은 해당 정보자산 이용 부서와 관리 부서의 검토를 받습니다.
3. 조직 및 업무 환경에 따라 직무 분리가 어려운 경우 직무자간 상호 검토, 주기적인 직무수행 모니터링 등 별도 보안 통제 방안을 적용하고 정보자산 관리 부서의 검토를 받습니다.

제 21 조 【 네트워크 사용 】

1. 모바일 기기로 내부 네트워크를 이용하는 경우 기기에 대해 별도 인증하고, 무선 네트워크 사용 시 지정된 무선 네트워크만을 이용합니다.
2. 무선 네트워크는 인가된 사용자만 접속하도록 보안 설정을 적용하여 안전하게 접근합니다.
3. 회사 시스템은 외부와 접근이 제한되고, 업무상 접근이 불가피한 경우 정보보호 주관부서의 검토를 받습니다.

제 22 조 【 인터넷 사용 】

1. 사내 네트워크를 통해 허용하지 않은 외부 P2P, 웹하드 등을 사용하여 회사에 불이익을 주는 행위를 하지 않아야 합니다.
2. 업무와 관련되지 않은 음란, 도박 등 불법 사이트에 접속하지 않아야 하고, 게시판, SNS 등에 회사에 불이익을 주는 내용을 게시하지 않아야 합니다.

제 23 조 【 메일 및 메신저 사용 】

1. 메일과 메신저는 회사에서 허용한 것만 사용하고, 중요정보 전송 시 전용 시스템을 사용하거나 암호화 등을 적용하여 유출에 주의합니다.
2. 업무상 다른 메일 시스템 또는 메신저 사용이 필요한 경우 정보보호 주관부서의 검토를 받고, 사용 시 중요정보를 외부로 전송하지 않아야 합니다.
3. 출처가 불분명하거나 악성코드 포함이 의심되는 메일은 열람하지 않고 침해사고 총괄부서에 신고합니다.

제 24 조 【 저장매체 관리 】

1. 보조 저장매체는 업무 목적으로만 사용하고, 중요정보가 유출되지 않도록 주의합니다.
2. 개인정보 처리를 위해 보조 저장매체 사용이 필요한 경우 개인정보보호 주관부서의 검토를 받습니다.
3. 사용 시 항상 백신 점검을 실시하여 악성코드가 유포되지 않도록 주의합니다.



제 25 조 【 출력 · 복사물 관리 】

1. 중요정보가 포함된 출력 · 복사물은 최소화하고 사용 후 복구할 수 없는 방법으로 파기합니다.

제 26 조 【 출입 보안 】

1. 회사 출입 카드는 항상 소지하고 타인에게 양도 또는 대여하지 않아야 합니다.
2. 출입 카드를 분실한 경우 즉시 지급 부서에 신고하고, 휴직, 퇴사 또는 계약 종료 시는 출입 카드를 반납합니다.

제 27 조 【 외부자 출입 관리 】

1. 외부자와 협업을 하는 담당자는 외부자의 출입 권한은 최소한으로 요청하고, 업무상 공용구역 외 출입이 필요한 경우 관리 부서의 검토를 받습니다.

제 28 조 【 클린 데스크 】

1. 보조 저장매체, 모바일 기기, 서류 등은 잠금장치가 있는 캐비닛 등에 안전하게 보관합니다.
2. 장시간 자리를 비우거나 퇴근 시 중요정보가 포함된 자료를 방치하지 않고, PC의 전원은 종료합니다.

제 29 조 【 전화 · 팩스 등 통신 장비 사용 】

1. 전화, 팩스 및 화상 회의 시스템 등 통신 장비는 업무용으로만 사용하며, 정보 전송 시 수신자가 정확한지 반드시 확인합니다.



부 칙

제 1 조 【 시행일 】

이 운영지침은 2018년 11월 12일부터 시행합니다.

이 운영지침은 2020년 6월 9일부터 개정 시행합니다.

제 2 조 【 하위 문서와의 관계 】

1. 세부사항이 별도로 정해져 있지 않은 경우 정보보호 관련 법률 등의 기준을 따릅니다.
2. 본 지침에서 정하지 않은 세부사항은 아래 문서를 따릅니다.
 - 사내 보안 절차서

열람용



Sensitive

정보시스템 운영 보안 절차서

12
3



분 류	운영절차서	규 정 번	NXIT_P0103
		호	
담 당 부 서	넥슨코리아 / 보안정책팀	적 용 일	2018-11-12
승 인	정보보호 최고책임자	최 종 수 정	2020-06-09
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열람용



제 1 장 | 개 요

제 1 조 【 목적 】

정보시스템 등의 안전한 운영 및 개발을 위해 준수해야 하는 보안 관리절차를 제공하는 것을 목적으로 합니다.

제 2 조 【 적용 범위 】

서비스 개발 및 운영하는 모든 정보시스템('정보보호시스템' 포함)과 정보시스템을 개발, 운영, 관리하는 담당자 및 부서를 대상으로 합니다.

제 2 장 | 정보시스템 계정 및 접근 권한 관리

제 3 조 【 계정 및 권한 관리 】

- 계정을 생성하거나 변경하는 경우 [전자결재, NCSR 등] 승인 및 처리 내역을 체계적으로 관리할 수 있는 시스템을 이용하고 [부서별 보안책임자]의 승인을 받아야 합니다.
- 계정은 1인 1계정 원칙에 따라 사용자 별로 유일해야 하고, 계정현황을 목록화하여 유지 관리해야 합니다.
- 계정은 [사내 이메일(AD) 계정으로 동일하게] 생성하되, 외부자 계정, 서비스 계정과 계정관리 솔루션을 이용하여 생성하는 계정은 예외로 할 수 있습니다.
- 권한은 관리자, 운영자, 사용자 등 역할에 따라 다양하게 구성하고, 업무에 필요한



최소한의 기능만 사용할 수 있도록 합니다.

5. 모든 예외권한은 권한 부여시 사용기한을 정하여야 하며 [부서별 보안책임자]의 승인을 받아야 합니다.

6. 특수권한(관리자 등)은 계정 관리, 장애복구, 점검 등의 제한적인 목적으로만 사용합니다.

7. 특수권한(관리자 등)은 정보시스템 담당자를 포함하여 최소한으로 부여합니다.

8. 계정 및 접근 권한은 퇴직, 휴직 및 업무 변경 시 재검토하여 회수하거나 삭제해야 합니다. 특히 외부자 계정 및 접근 권한은 사용 목적이 달성되면 즉시 회수합니다.

1) 인사 변경 통보 후 [2일 이내 처리(work day 기준)]

9. 업무 인수인계 등의 사유로 인해 계정의 삭제가 곤란한 경우 [부서별 보안책임자]의 승인을 받아 해당 계정의 비밀번호를 강제로 변경하는 등의 보안대책을 적용합니다.

10. 계정의 안전한 관리를 위한 기본적인 기술적 보호 조치는 아래와 같으며, 시스템 또는 업무 특성을 고려하여 적용할 수 있습니다.

1) 로그인 실패 횟수 제한

- [로그인 10 회 실패 시 5 분간 아이디 잠금]

- [또는 로그인 5 회 실패 시 OTP, 캡차, 보안코드 등 추가 입력 요구]

2) 로그인 세션 타임아웃

- [대외서비스 및 개인정보처리시스템: 3 시간 이내]

- [모바일웹/앱: 24 시간 이내]

- [기타 대내서비스: 9 시간 이내]



11. 정보시스템에 기본적으로 설정되어 있는 계정이나 시스템 구축 시 사용한 계정 등은 비밀번호를 변경해서 사용하고, 시스템 운영 시 불필요한 계정은 삭제 또는 비활성화합니다.
12. 다음과 같은 경우는 계정을 잠금 처리합니다.
 - 1) [일정기간(최대 3개월)] 접속 기록이 없는 경우
 - 2) 비밀번호 변경 주기를 넘겨 변경하지 않은 경우
 - 3) 로그인 실패 횟수를 초과한 경우
 - 4) 접속기록 검토 결과 비정상적인 행위가 발견된 경우
13. 정보시스템 담당자는 잠금 처리된 계정을 사용자에게 알리고 일정 기간 이상 재사용을 요청하지 않는 경우 계정을 삭제합니다. 단, 정보 유출이 예상되거나 보안상 중요한 계정은 [부서별 보안책임자]의 승인을 받아 즉시 삭제할 수 있습니다.
 - 1) 계정 잠금: [일정기간(최대 3개월) 미사용 시 계정 잠금]
 - 2) 계정 삭제: [일정기간(계정 잠금 기간 포함 최대 6개월) 미사용 시 계정 삭제]
14. 비밀번호는 [문자와 숫자, 특수문자 중 2종류 조합 시 최소 10자리 이상 또는 3종류 조합 시 최소 8자리이상의 길이]로 구성하고 계정과 동일한 비밀번호, 연속되는 숫자나 문자, 쉽게 유추할 수 있는 생년월일, 전화번호, 이름 등의 비밀번호는 사용하지 않아야 하며 [최대 6개월] 주기로 변경하여 유출되지 않도록 관리합니다.

제 4 조 【 접근 통제 】



-
1. 정보시스템 접근 권한 부여 및 변경 시 [전자결재, NCSR 등] 처리 내역을 관리할 수 있는 시스템을 이용하고 [부서별 보안책임자]의 승인을 받아야 합니다.
 2. 중요 정보시스템의 접근은 식별자, 비밀번호 기반의 사용자 인증 외에 별도의 강화된 인증수단(OTP 등)을 적용합니다. 단, 정보시스템의 운영상 또는 기능상의 이유로 강화된 인증수단 적용이 어려울 때는 IP 또는 MAC 등을 기반으로 접근제어 적용하도록 합니다.
 3. 외부에서 정보시스템에 접근이 필요한 경우 VPN 등 안전한 방법을 사용하고 [부서별 보안책임자]의 승인을 받아야 합니다.

열람용



제 3 장 | 정보시스템 보안관리

제 5 조 【 네트워크 보안관리 】

1. 네트워크는 서버가 위치하는 서비스망, 개발망과 업무 PC등 클라이언트가 위치하는 업무망으로 네트워크 영역을 분리하여 인가받은 접근만을 허용하도록 구성합니다.
2. 웹 서비스 등 외부에 오픈하는 서비스는 공인망에 구축하되 개인정보, 중요정보 등을 저장하는 데이터베이스서버는 사설망에 구성합니다.
3. 중요 정보시스템 접근은 [인터넷이 차단된 PC에서만 접근]을 허용합니다.
4. 네트워크 변경(신설, 이전, 폐쇄) 시 정보보호 환경에 많은 영향을 미치는 경우 네트워크 운영자는 [정보보호 주관부서]와 사전협의 하여 변경합니다.
5. 네트워크 접근 제어 및 침입탐지를 위한 침입차단시스템(이하 "방화벽"이라 한다.), 침입탐지시스템(IDS) 등에 준하는 보호조치를 마련합니다.
6. 방화벽 정책은 [반기 1회 이상] 타당성을 검토하여 아래와 같은 내용이 확인되면 삭제 또는 변경합니다.
 - 1) 미승인 정책
 - 2) 장기간 미사용 정책
 - 3) 중복 정책

제 6 조 【 서버 보안관리 】



1. 서버 구성 시 안티바이러스와 같은 악성코드를 탐지 또는 차단할 수 있는 보안솔루션을 설치하고, 최신 상태로 실시간 운영합니다.
2. 업무 목적 외 불필요한 서비스는 사용하지 않아야 합니다.
3. 다음과 같은 변경 발생 시 [정보보호 주관부서와 개인정보보호 주관부서]와 협의하여 보안성 검토를 진행합니다.
 - 1) 개인정보처리시스템이 추가 또는 이전되는 경우
 - 2) 기 구축된 서버의 개인정보 데이터베이스에 대한 접근을 관리 또는 통제하기 위해 사용되는 보안체계에 중대한 변화가 발생하는 경우
4. 외부로부터 악성코드 유입, 리버스 커넥션 등의 백도어를 이용한 추가적인 공격행위를 차단하기 위해 서버는 불필요한 네트워크 연결을 차단합니다.
 - 1) 외부에서 서버로의 불필요한 네트워크 연결 제한 (승인된 서비스 이외 차단)
 - 2) 서버에서 외부로 불필요한 네트워크 연결 제한(80, 443 등)
 - 3) 보안업데이트 필요시 내부 업데이트 서버를 이용하고, 불가능한 경우, [정보보호 주관부서]의 검토 후 인터넷 접속을 한시적으로 허용
5. 인가된 사용자만 서버에 접속할 수 있도록 통제해야 하며, 원격 접속 시 암호화된 통신 수단을 적용합니다.
 - 1) 암호화된 통신수단: SSH, SFTP, 암호화 통신 설정된 RDP 등
6. 개인정보를 처리하는 중요 서버는 물리적 또는 논리적으로 분리된 전용 서버로 운영합니다.



- 1) 웹서버와 데이터베이스서버는 동일 서버에서 운영 제한

제 7 조 【 웹 서버 보안관리 】

1. 다음과 같은 개인정보가 업무상 불필요하게 화면에 출력되는 경우 마스킹을 적용하여, 개인정보가 노출되는 것을 최소화합니다.
 - 1) 비밀번호 입력 화면에 노출되는 비밀번호
 - 2) 법률에서 암호화 대상으로 지정한 정보[(여권번호, 계좌번호, 신용카드번호 등)]
 - 3) 회사에서 지정한 암호화 대상 정보
2. 관리자 전용 응용프로그램(관리자 웹페이지, 관리 콘솔 등)은 외부에 오픈 되지 않도록 관리합니다.

제 8 조 【 데이터베이스 보안관리 】

1. 데이터베이스 구성 시 외부로부터 직접 접속할 수 없도록 사설 IP를 할당합니다.
2. 응용프로그램 및 기타 목적으로 사용되는 쿼리는 정적쿼리만 허용하며 동적쿼리 사용은 사양합니다.
3. 다음과 같은 개인정보처리시스템의 중요 데이터베이스가 연계되는 경우 데이터베이스 관리자는 [정보보호 주관부서와 개인정보보호 주관부서]와 협의하여 보안성 검토를 진행합니다.



- 1) 내부 정보시스템과 개인정보처리시스템을 연계하여 데이터 전송이 발생하는 경우
- 2) 외부 기관과 개인정보처리시스템을 연계하여 데이터 전송이 발생하는 경우

제 4 장 | 정보시스템 운영관리

제 9 조 【 정보시스템 도입 및 설치 】

1. 신규 도입되는 정보시스템은 취약점 점검 및 이행 조치 후 운영합니다.
2. 정보시스템의 하드웨어 및 설치된 소프트웨어 정보 자산 목록은 최신으로 유지·관리합니다 .
3. 서버는 물리적인 접근통제가 가능한 공간에 설치합니다.

제 10 조 【 프로그램 설치 및 변경 】

1. 정보시스템 담당자는 설치된 프로그램 현황을 유지하고 관리합니다.
2. 서비스 계정으로 구동되는 프로그램인 경우, 계정의 권한은 최소한으로 합니다.
3. 정보시스템에는 서비스 목적 외 프로그램은 설치하지 않습니다.
4. 정보시스템에 설치된 프로그램의 임의적 변경은 기능상 오류를 발생시킬 위험이 있으므로 필요한 경우, 제품 공급자와 협의 후 변경합니다.
5. 정보시스템에 설치된 프로그램 변경은 내용, 변경자, 사유 등을 [문서화 혹은 시스템화]하여 관리합니다.

제 11 조 【 정보시스템 운영 】



1. 정보시스템은 자산 중요도, 자산번호, 운영부서 등 관리에 필요한 사항을 포함하여 목록화하고, 최신정보로 유지 및 관리합니다.
2. [정보시스템 운영부서]는 정보시스템 운영 및 변경 관리를 위한 절차를 수립하고 운영합니다.
3. 정보시스템 성능 및 용량은 안정적인 서비스를 위해 지속적으로 모니터링 하고 관리합니다.
4. 보안설정을 변경할 경우, 정보시스템 담당자는 [정보보호 주관부서]와 사전 협의합니다.
5. 정보시스템에 보안 취약점이 발견된 경우, 서비스 영향도 검토 후 업데이트 또는 설정 변경 등을 통해 취약점을 제거합니다.
6. 정보시스템 담당자는 사용 현황을 주기적으로 모니터링하고, 이상 징후 발생 시 신속히 [정보보호 주관부서]에 공유하고 조치합니다.

제 12 조 【 백업 관리 】

1. 다음과 같은 정보는 백업 및 복구 계획을 마련하여 주기적으로 백업을 수행합니다.
 - 1) 서버(OS)
 - 서버 설정 값, 로그 파일 등
 - 2) 네트워크 장비(방화벽, 스위치, 라우터 등)
 - 네트워크 장비 설정 값(라우팅 정보 등), 방화벽 정책(Rule), 로그 파일 등



3) 데이터베이스

- 데이터, 접속기록, 로그 파일 등
2. 백업 데이터를 복구할 수 있는지 [연 1회 이상] 복구 테스트를 진행해야 합니다.
 3. 중요 데이터는 소산하여 관리하고 비 인가자가 접근할 수 없도록 접근 통제를 강화합니다.

제 13 조 【 업데이트 관리 】

1. 정보시스템 담당자는 최신 업데이트 정보를 수집하고 업데이트에 따른 서비스 영향도를 검토한 후 정기점검 등을 통해 적용합니다.
2. 업데이트 적용 후 서비스 장애가 발생한 경우 원복하고, 원인 분석 및 충분한 테스트 후 재적용합니다.

제 14 조 【 데이터 파기 】

1. 데이터는 복구/재생할 수 없는 방법을 사용하여 삭제하거나 데이터가 기록된 매체를 물리적으로 분쇄 또는 소각하여 파기합니다.
2. 개인정보가 저장되었던 정보시스템의 저장매체는 [디가우징(Degaussing) 또는 파쇄하는 방식]을 이용하여 재사용이 불가능하게 처리합니다. 단, 저장매체의 재사용이 필요한 경우에는 [개인정보보호 주관부서에서 검토하고] 데이터를 복구/재생할 수 없도록 삭제한 후에 재사용해야 합니다.



3. 데이터를 복구/재생할 수 없도록 삭제하는 방법은 다음과 같습니다.

- 1) 데이터 위에 임의의 값(Null값 등)을 덮어쓰기 한 후 삭제
- 2) 덮어쓰기가 곤란한 경우에는 테이블 데이터에 대한 논리적인 삭제 등

제 15 조 【 로그 관리 】

1. 정보시스템 담당자는 보안 사고 발생 시 책임 추적성을 확보하기 위해 다음과 같은 로그를 기록합니다.

1) 사용자 접속기록 및 보안관련 감사로그

- 사용자 식별정보(ID 등)
- 접속일시
- 접속지(단말기 IP 등)
- 수행업무(정보주체 목록 조회, 수정, 삭제, 다운로드 등)
- 인증 성공/ 실패 로그
- 파일 접근
- 계정 및 권한 등록/변경/삭제 등

2) 시스템 이벤트 로그

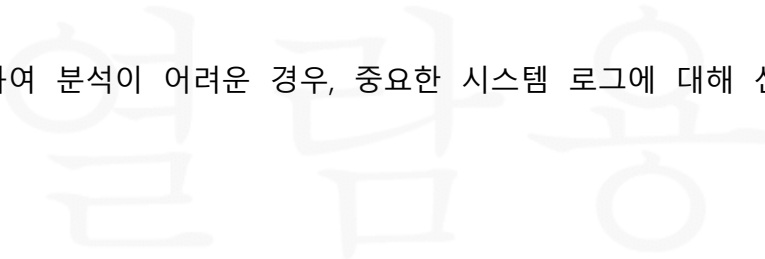
- 운영체제 구성요소에 의해 발생하는 로그(시스템 시작, 종료, 상태, 에러코드 등)

3) 보안시스템 정책(룰셋 등) 등록/변경/ 삭제 및 이벤트 로그

4) 기타 정보보호 관련 로그



-
2. 로그의 정확한 기록을 위해 정보시스템 시간을 표준시간으로 동기화 합니다.
 3. 로그는 백업 및 위변조 방지 대책을 적용합니다.
 - 1) 로그는 별도 장비 또는 저장장치에 백업후 접근권한 제한(단, 별도 장비에 로그 백업이 어려운 경우 접근권한 제한하여 관리)
 - 2) 정보시스템 로그는 [최소 3개월 이상] 보관.
 - 3) 개인정보처리시스템 로그는 최소 1년 이상 보관(단, 고유식별정보 또는 민감정보를 처리하는 경우 최소 2년 이상 보관)
 4. 중요 정보시스템은 상시 모니터링 체계를 적용하여 이상징후 모니터링을 수행합니다.
 5. 로그가 방대하여 분석이 어려운 경우, 중요한 시스템 로그에 대해 선택하여 분석할 수 있습니다.





제 5 장 | 암호화 관리

제 16 조 【 암호화 대상 】

1. 개인정보는 안전한 보호를 위해 다음과 같은 법령 등에서 요구하는 정보는 암호화해야 합니다.
 - 1) 법률에 따라 암호화가 요구되는 정보
 - 2) 정보주체 식별 가능성이 높은 정보
 - 3) 기밀 정보 또는 대외비 정보에 해당하는 정보
 - 4) 그 외 암호화가 필요하다고 판단되는 정보

제 17 조 【 저장 시 암호화 】

1. 데이터베이스 등 정보시스템에 암호화 대상 정보를 저장할 경우 [암호화 업무 담당부서]에서 제공하는 암호화 프로그램을 이용하여 암호화하고, 사용이 어려운 경우에는 다른 암호화 기술 및 프로그램 적용을 검토할 수 있습니다.
2. 암호화 대상 정보가 포함된 데이터를 백업할 경우에는 암호화 대상 정보만 암호화하거나, 디스크 암호화, 볼륨 암호화, 파일시스템 암호화 등을 이용하여 데이터 전체에 대한 암호화를 적용할 수 있으며 원본 데이터 암호화 수준과 동일하게 적용합니다.
3. 비밀번호 등 복호화가 불가능해야 하는 정보는 일방향 암호화하고, 그 외 암호화 대상 정보는 양방향 암호화합니다.
4. 원본 정보를 확인할 필요가 없는 개인정보 저장 시 익명화 등의 비식별화 기술을 적용할



수 있습니다.

제 18 조 【 송 · 수신 시 암호화 】

1. 외부 네트워크를 통해 [개인정보와 인증정보를] 송 · 수신할 때에는 안전한 SSL/TLS 등을 이용하여 암호화합니다.
2. 이메일 프로그램을 사용할 경우 SSL/TLS 기능을 활성화하거나 프로그램에서 제공하는 메일 암호화 기능을 사용합니다.
3. 메신저나 게임 내 채팅서비스 등을 사용할 경우 암호화 처리하여 전송합니다.
4. 암호화된 데이터를 전송한 후 별도의 수단으로 암호 해제 방법을 전달합니다.

제 19 조 【 암호화 기술 및 프로그램 】

1. 암호화 프로그램은 아래 사항을 고려하여 암호화 업무 담당부서에서 선택하고 정보보호 주관부서에서 검토하여 사용합니다.
 - 1) 사용 목적
 - 2) 사내 시스템과의 적합성 여부 및 암호화키 관리방안
 - 3) 시스템 구성 및 동작 프로토콜
 - 4) 시스템 구성 요소 별 기능 및 제원
 - 5) 보안서비스 요구사항
2. 안전한 암호화 기술 적용 시 안전성을 고려합니다.



- 1) 대칭키 암호 알고리즘은 [128bit 이상의 암호화키를 사용하는 AES 또는 이에 준하는 안전성이 입증된 알고리즘]을 선택
 - 2) 일방향 암호 알고리즘(해시함수)은 [SHA-256 또는 이에 준하는 안전성이 입증된 알고리즘]을 선택
 - 3) 비대칭키 암호 알고리즘은 [2048bit 이상의 암호화키를 사용하는 RSA 또는 이에 준하는 안전성이 입증된 알고리즘]을 선택
3. 시스템 관리 및 기술적 한계 등으로 안전한 암호화 기술의 적용이 불가능한 경우 암호화 업무 담당부서에서 대안을 검토하고 정보보호 최고책임자가 예외 승인을 통해 적용 할 수 있습니다.

제 20 조 【 암호화키 관리 】

1. 암호화키 담당자는 암호화키의 생성, 등록, 복구, 폐기 등 키관리 업무 수행 시 암호화 업무 담당부서장 승인을 받아 처리하고 이력을 기록하고 관리합니다.
2. 암호화키의 백업본이나 키 복구를 위해 필요한 정보는 별도 안전한 서버에 저장합니다.
3. 암호화키 담당자는 암호화키가 사용 목적을 다하는 경우 지체 없이 폐기합니다.
4. 암호화키 유출, 암호시스템 해킹이 의심되는 경우, 즉시 암호화 키를 변경합니다.
5. 암호화키, 암호화키의 백업본 및 키 복구를 위해 필요한 정보는 사용자가 접근하지 못하도록 접근 통제를 적용합니다.



제 6 장 | 클라우드 서비스 관리

제 21 조 【 도입 단계 】

1. 개인정보는 클라우드 서비스의 이용 및 저장, 처리 등을 기본적으로 금지합니다. 단, 업무상 불가피하게 클라우드 서비스에서 개인정보를 처리해야 하는 경우 정보보호 요구사항을 만족하는지 [정보보호 주관부서와 개인정보보호 주관부서]의 검토를 거쳐야 합니다.
2. 데이터 저장 위치 및 데이터 처리 국가 선택 가능 여부 또는 변경 시 사전 고지 절차가 있는지 확인합니다.
3. 클라우드 서비스의 품질 수준, 품질 보증의 범위/책임, 침해/장애 등 사고 발생 시 손해배상 기준/범위/배상절차 등을 서비스 수준 협약이나 이용약관을 통해 명확히 규정합니다.
4. 클라우드 서비스 데이터의 소유자 외 다른 이용자가 접근할 수 없도록 논리적 분리 등 자원의 독립성을 보장하는 정책이 있는지 확인합니다.
5. 클라우드 서비스가 지원하는 보안정책 및 기능이 회사 내부의 보안정책에 부합하거나 보완할 수 있어야 합니다.
6. 정보보호 감사 및 점검, 인증 대응 시 지원 여부와 정보보호 사고 발생 시 진행 상황 및 대응 현황 등의 정보 공유가 가능한지 확인합니다.



7. 공신력 있는 기관의 정보보호 관련 인증 취득 등 외부의 신뢰성을 보유하고 있는지를 확인합니다.
8. 서비스 해지 시 데이터의 안전한 삭제 등 데이터 보호에 관한 사항을 보장하는지 확인합니다.

제 22 조 【 이용 단계 】

1. 클라우드 시스템도 정보시스템과 동일한 수준의 정보보호 정책을 적용해야 합니다. 단, 클라우드 서비스 특성상 정보보호 정책 적용이 어려운 경우 [정보보호 주관부서] 검토 후 보호조치 수준을 차등 적용합니다.
2. 이용 중 일부 서비스 종료 시 데이터를 회수하고, 복구 불가능한 형태로 데이터가 완전히 삭제되었음을 확인합니다

제 23 조 【 해지 단계 】

1. 클라우드 서비스 해지 시 데이터를 회수하고, 복구 불가능한 형태로 데이터를 완전히 삭제합니다.

제 7 장 | 개발보안

제 24 조 【 설계 단계 】

1. 프로그램 설계 시 정보보호 정책과 법규에 있는 보안 요구사항을 확인하고 반영합니다.
2. 정보시스템 설계 시 사용자 인증에 대해 다음과 같은 사항을 고려하여 설계합니다.



- 1) 모든 계정 체계는 사용자를 식별하도록 설계
 - 2) 계정은 1인 1계정 원칙에 따라 사용자 별로 유일하게 사용하도록 설계
 - 3) [사용자 인증은 SSO 시스템을 이용하여 설계]
 - 4) 인증을 거치지 않고 응용프로그램 및 시스템 등에 접속할 수 없도록 설계
 - 5) 로그인 실패 횟수 제한
 - [로그인 10 회 실패 시 5 분간 아이디 잠금]
 - [또는 로그인 5 회 실패 시 OTP, 캡차, 보안코드 등 추가 입력 요구]
 - 6) 로그인 세션 타임아웃 제한
 - [대외서비스 및 개인정보처리시스템: 3 시간 이내]
 - [모바일웹/앱: 24 시간 이내]
 - [기타 대내서비스: 9 시간 이내]
3. 비밀번호 설계 시 안전한 비밀번호를 보장하기 위해 다음 사항을 고려하여 설계합니다.
- 1) 비밀번호 최소길이 적용 [(영문, 숫자, 특수문자 중 2종류 이상 조합 최소 10자리, 3종류 이상 조합 최소 8자리)]
 - 2) 연속적인 숫자나 계정과 비슷한 비밀번호는 사용 제한
 - 3) 비밀번호 변경 시 최근 사용한 비밀번호는 사용 제한 (최근 사용 비밀번호 5개 이상)
 - 4) 비밀번호는 노출 방지를 위하여 입력 시 마스킹 처리
 - 5) 비밀번호 유효기간을 설정하여 주기적으로 변경 [(최대 6개월)]
 - 6) 비밀번호 자동 완성 및 저장 사용되지 않도록 처리



4. 개인정보 등 중요정보는 전송 및 저장 시 안전한 암호 알고리즘을 이용해 암호화되도록 설계합니다

1) 저장 시 암호화

- 비밀번호: [256 비트 이상 안전한 일방향 암호 알고리즘 적용]
- 개인정보: [128 비트 이상 안전한 양방향 암호 알고리즘 적용]

2) 개인정보 및 인증정보 등의 중요한 정보 전송 시 안전한 SSL/TLS와 같은 암호화 통신 적용

5. 업무 목적 및 형태에 따라 접근 권한을 세분화하고, 접근권한의 수준에 따라 보이는 개인정보항목 수준도 다르게 표시되도록 설계합니다.

1) 사용자별, 업무 역할별, 기능별, 메뉴별 접근권한 차등 부여

6. 사후 추적을 위해 다음 사항을 고려하여 로그를 남기도록 설계합니다.

1) 사용자 식별정보(ID)

2) 접속일시

3) 접속지(단말기 IP등)

4) 수행업무(정보주체 목록 조회, 수정, 삭제, 다운로드 등)

5) 인증 성공/실패 로그

6) 파일 접근

7) 계정 및 권한 등록/변경/삭제 등



제 25 조 【 구현, 테스트 및 이관 단계 】

1. 구현된 기능이 설계 시 정의된 보안 요구사항을 충족하는지 확인합니다.
2. 개발 및 테스트 환경에서는 실데이터는 사용하지 않아야 합니다. 단, 업무 목적 상 실데이터가 필요한 경우 [정보보호 주관부서와 개인정보보호 주관부서]의 검토를 받아 보안 조치가 적용된 제한된 환경에서 안전하게 사용하고, 테스트 후 모두 삭제합니다.
3. 개발 및 테스트 환경은 운영(라이브) 환경과 분리합니다.
 - 1) 운영 서버와 개발/테스트 서버 분리
 - 2) 개발/테스트DB와 운영DB 분리
 - 3) 개발/테스트망과 운영망 분리
4. 개발이 완료된 정보시스템의 운영환경으로 이관은 통제된 절차에 따라 지정된 이관담당자가 수행합니다.
5. 운영 이관 전 기술적 보안 취약점이 존재하는지 확인하고, 취약점 발견 시 이행 조치합니다.

제 26 조 【 소스코드 관리 】

1. 소스코드에 대한 사용자 접근은 최소화해야 하며, 모든 접근기록을 남겨야 합니다.
2. 소스코드 변경 등 이력 관리를 위한 형상관리 시스템을 구축·운영합니다.
3. 소스코드는 운영 장애 등 비상시를 대비하여 이전 소스 프로그램을 운영 환경이 아닌 별도의 환경에 보관해야 합니다.



제 8 장 | 통제구역 보안

제 27 조 【 통제구역 보안관리 】

1. 통제구역의 출입 인원은 항상 최소화해야 하고 출입이 필요할 경우 통제구역 관리담당자 승인을 받아야 하며, 외부인의 출입이 필요할 경우에는 담당자가 동행해야 합니다.
2. 통제구역 내 정보시스템의 반출입이 필요할 경우 통제구역 관리담당자의 승인을 받아야 합니다.
3. 통제구역에 대한 출입 내역 및 정보시스템 반출입 내역을 관리대장에 기록하고 [월1회 이상] 비정상 행위를 점검합니다.
4. 통제구역 내 정보시스템에서 보조 저장매체 사용은 제한되어야 하며 업무상 필요할 경우 통제구역 관리담당자의 승인을 받아야 하고, 사용내역을 기록하여 [1개월 이상] 보관하며, 사용 완료 후 보조 저장매체 내 저장된 데이터를 삭제해야 합니다.
5. 출입 통제를 위한 장치와 출입자를 확인하기 위한 영상정보처리기기를 설치 운영합니다.
6. 서버룸 또는 IDC(Internet Data Center)와 같이 통제구역 내 많은 수의 정보시스템이 구축되어 있을 경우에는 아래와 같은 환경적·물리적인 보안 요구사항을 적용합니다.
 - 1) 침수, 증기, 염분 등에 의한 부식이나 진동을 최소화할 수 있는 장소여야 합니다.
 - 2) 직사광선을 차단하고, 발화성·가연성 물질은 피하도록 합니다.
 - 3) 정보자산 보호를 위해 통제구역 내외부에 정보시스템의 기능이나 목적을 드러내는



표시는 금지합니다.

- 4) 온도와 습도가 일정하게 유지되도록 관리하고, 정전기 및 전자기의 영향이 없도록 조치합니다.
- 5) 정전에 대비하여 별도의 전원공급 시설을 마련하고, 전산망 설비의 전원은 다른 전원과 분리하여 사용합니다.
- 6) 통신케이블이나 전력케이블은 손상을 입지 않도록 보호합니다
- 7) 자동화재경보 설비를 설치하고, 소화 시 정보시스템에 피해를 주지 않는 자동소화 설비를 설치합니다.
- 8) 정보시스템의 안전한 관리를 위해 통제구역 내부 설비의 작동이상 여부를 [월1회 이상] 점검합니다.

제 9 장 | 예외규정

제 28 조 【 예외적용 기준 】

- 1. 본 절차서의 기준 적용에 있어 예외적용이 필요할 경우 아래 항목을 기준으로 [정보보호 주관부서]의 검토 후 예외적용이 가능합니다.
 - 1) 해당 기준을 적용할 경우 서비스 영향도가 크거나 기술적으로 적용이 어려울 경우
 - 2) 본 절차서 상에서 정의하고 있지 않는 경우



부 칙

제 1 조 【 시행일 】

이 절차서는 2018 년 11 월 12 일부터 시행합니다.

이 절차서는 2019 년 5 월 17 일부터 개정 시행합니다.

이 절차서는 2019 년 7 월 9 일부터 개정 시행합니다.

이 절차서는 2020 년 6 월 9 일부터 개정 시행합니다.

제 2 조 【 하위 문서와의 관계 】

1. 세부사항이 별도로 정해져 있지 않은 경우 정보보호 관련 법률 등의 기준을 따릅니다.
2. 본 절차서에서 정하지 않은 세부사항은 가이드라인 및 관련 문서 등을 따릅니다.



Sensitive
보존연한 : 영구보관

정보시스템 운영을 위한 보안지침

12
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분 류	운영지침	규 정 번 호	NXIT_D0103
담 당 부 서	넥슨코리아 / 보안정책팀	적 용 일	2018-11-12
승 인	정보보호 최고책임자	최 종 수 정 일	2020-06-09



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제 1 장 | 총 칙

제 1 조 【 목적 】

본 지침은 (주)넥슨코리아(이하 "회사"라 함)의 정보시스템 등을 안전하게 운영하기 위한 보안 요구사항을 제시하고 있으며, 정보보호 활동을 위한 역할 및 책임을 정의하는 것에 목적이 있습니다.

제 2 조 【 범위 】

본 지침은 회사의 정보시스템(정보보호시스템 포함) 등을 운영·관리하는 임직원을 주요 대상으로 합니다.

제 2 장 | 정보시스템 운영 보안

제 3 조 【 도입 및 운영 】

1. 정보시스템 도입 시 자산 목록을 관리하고 보안 설정을 적용한 후 부서별 보안책임자의 검토를 받습니다.
2. 정보시스템은 문제 발생 및 예외사항 처리를 위한 별도의 운영 절차를 수립할 수 있습니다.

제 4 조 【 접근 통제 】

1. 정보시스템은 외부와 접근을 제한하고, 업무상 접근이 불가피한 경우 정보보호 주관부서의 검토를 받아 안전한 접근 방식을 적용합니다. 단, 개인정보처리시스템은 개인정보보호 주관부서의 추가 검토를 받습니다.
2. 운영자나 관리자와 같이 사전에 권한을 받은 인원만 시스템에 접근하고, 계정 노출 등을 예방하기 위한 보안 조치를 적용합니다.
3. 서버 구성 시 업무 환경을 고려하여 백신 등 보안 솔루션 설치, 불필요한 서비스 제거, 업데이트 최신화 등의 보안 조치를 적용합니다.
4. 서버 접근은 서비스 운영을 위해 사전에 인가된 내부 네트워크를 이용하여 안전하게 접근해야 합니다.
5. 네트워크는 서비스, 정보자산 중요도, 업무 환경 등을 고려하여 물리적 또는 논리적으로 분리하여 구성합니다.
6. 네트워크 운영자는 네트워크 용량 관리 등 서비스 품질 유지와 안전한 네트워크 환경 구축을 위해 점검 및 예방 활동을 수행해야 합니다.
7. 내부 네트워크에서는 유해 사이트, 비 업무용 사이트, 파일 업로드 및 저장이 가능한 사이트 등의



접속 제한과 서비스 이용을 제한할 수 있습니다.

8. 무선 네트워크는 정당한 사용자만 접속하도록 보안 설정을 적용하고, 개발용 무선 네트워크는 접속 단말 인증 등의 추가 보안 대책을 적용하여 안전하게 접근합니다.

제 5 조 【 계정 관리 】

1. 계정 발급은 해당 정보 자산의 관리 부서가 발급 적절성을 검토하고 업무상 필요한 최소한의 인원에게 1인 1계정으로 발급합니다.
2. 계정 관리를 위해 인증 실패 횟수에 따른 접속 제한과 세션 타임아웃 기능, 장기 미접속 계정 삭제 등의 보안 조치를 적용합니다.
3. 비밀번호는 작성규칙에 따라 안전하게 설정하고, 주기적으로 변경하며 유출되지 않게 관리합니다.

제 6 조 【 권한 관리 】

1. 접근 권한 부여와 권한 위임은 이용 부서와 관리 부서의 보안책임자 검토를 받습니다.
2. 접근 권한은 업무상 필요한 인원에게 최소한의 권한으로 부여하고, 관리자 권한은 해당 정보자산의 책임자에게만 부여합니다.
3. 사용자의 직무변경 및 퇴사 등 인사 변동 발생 시 지체 없이 접근 권한을 변경하거나 삭제하고 관리합니다.
4. 개인정보처리시스템의 접근 권한 부여, 변경, 삭제 내역은 별도 보관 기간을 정하여 안전하게 관리합니다.

제 7 조 【 업데이트 관리 】

1. 업데이트 관리는 영향도를 고려하여 가능한 최신 상태를 유지합니다.
2. 업데이트 후 장애가 발생할 경우 업데이트를 제거하고 정상화한 후 원인 분석 및 테스트를 거쳐 적용합니다.

제 8 조 【 성능 및 용량 관리 】

1. 정보시스템 성능 및 용량을 지속적으로 모니터링하고, 시스템의 가용성을 고려하여 운영해야 합니다.

제 9 조 【 변경 관리 】

1. 정보시스템의 정보보호 정책 또는 보안 설정을 변경할 경우 영향도를 고려하여 적용합니다.
2. 중요 정보시스템의 구성 변경 시 보안성 검토를 수행하고, 정보보호시스템 설치 및 변경 시 성능과 보안에 미치는 영향 분석을 실시하고 내역을 관리합니다.

제 10 조 【 백업 관리 】

1. 로그, 설정 파일, 중요정보 등을 주기적으로 백업하고, 위·변조 및 도난, 분실되지 않도록



관리합니다.

2. 백업 데이터는 정보자산의 중요도와 영향도를 고려하여 별도 저장장치 보관 여부를 검토합니다.
3. 백업 데이터는 복구 가능 여부를 주기적으로 검토하고, 접근 권한 최소화 및 접근 통제 등의 보안 조치를 적용합니다.

제 11 조 【 로그 관리 】

1. 중요 정보시스템의 경우 사후 추적을 위해 상세 로그를 기록하고 관리합니다.
2. 로그는 접속 이력 확인과 사후 추적을 위해 일정 기간 이상 보관하고 정기적으로 점검하며 비정상적인 행위나 이상 징후가 발견되면 정보보호 주관부서로 신고합니다.

제 12 조 【 암호화 】

1. 개인정보 등 중요정보 전송 및 저장 시 안전한 보호를 위해 암호화해야 합니다.
2. 암호 알고리즘은 법적 준수성을 확보할 수 있는 안전한 알고리즘을 사용해야 합니다.

제 13 조 【 보안검수 및 진단 】

1. 서비스 오픈 전 정보보호 주관부서의 보안검수를 받고 발견된 취약점을 모두 조치해야 합니다.
2. 운영 중인 서비스에 대한 상시 취약점 진단을 통해 발견된 취약점을 즉시 조치합니다.
3. 즉시 조치가 어려울 경우 보안검수 주관부서 및 정보보호 주관부서와 협의 후 별도의 보안 조치를 적용합니다.

제 14 조 【 파기 】

1. 정보시스템 반납, 매각, 폐기 시 중요정보를 복구할 수 없는 방법으로 완전히 파기하고, 파기 내역을 관리합니다.

제 15 조 【 클라우드 서비스 관리 】

1. 클라우드 서비스 도입 시 계약서 등을 통해 데이터 파기 및 반환 등에 관한 서비스 제공자의 책임 범위를 명확히 정의해야 합니다.
2. 클라우드 서비스 상 개인정보의 이용, 저장, 처리는 기본적으로 금지하되 업무상 처리가 불가피한 경우 정보보호 주관부서와 개인정보보호 주관부서의 검토를 받아야 합니다.
3. 클라우드 서비스 해지 시 데이터를 회수하고 삭제해야 합니다.



제 3 장 | IT 재해 · 재난 복구 관리

제 16 조 【 조직 및 계획 수립 】

1. 중요 정보시스템은 서비스 연속성 등 가용성 유지를 위해 이중화, 백업 및 분산 등을 고려할 수 있습니다.
2. 업무 시설과 정보자산에 재해 · 재난 · 장애 발생 시 대응하기 위해 비상 계획을 수립하고 비상 조직을 운영합니다.

제 17 조 【 시험 및 유지 관리 】

1. 비상 계획의 적절성 및 실효성을 보장하기 위해 모의 훈련 또는 점검을 실시할 수 있습니다.

제 4 장 | 통제구역 보안

제 18 조 【 데이터 센터 관리 】

1. 데이터 센터는 물리적 · 환경적 위험을 고려하여 위치를 선정해 안전한 구조로 운영하고, 비상 상황을 대비하여 보호 설비를 갖추고 모의 훈련 또는 점검을 수행합니다.
2. 데이터 센터를 외부에 위탁하는 경우에는 물리적 보호 조치에 필요한 요구사항과 SLA를 계약서에 반영합니다.

제 19 조 【 시스템 배치 및 관리 】

1. 정보시스템은 중요도 등을 고려하여 분리, 배치하고 물리적 접근은 데이터센터 관리부서와 함께 정보시스템 운영상태를 확인합니다.

제 20 조 【 출입 보안 】

1. 통제구역의 접근 권한은 업무상 필요한 최소 인원으로 부여합니다.
2. 통제구역 출입권한 부여 현황, 출입 기록, 출입관리 대장, 작업내역을 보관하고 검토합니다.
3. 통제구역에 외부자의 출입이 필요한 경우 출입관리 대장 작성 후 통제구역 인솔자와 항상 동행합니다.

제 21 조 【 장비 반 · 출입 관리 】

1. 통제구역과 제한구역에 장비 반 · 출입 시 내역을 기록하고 부서별 보안책임자 검토를 받아



관리합니다.

부 칙

제 1 조 【 시행일 】

- 이 운영지침은 2018년 11월 12일부터 시행합니다.
- 이 운영지침은 2020년 6월 9일부터 개정 시행합니다.

제 2 조 【 하위 문서와의 관계 】

1. 세부사항이 별도로 정해져 있지 않은 경우 정보보호 관련 법률 등의 기준을 따릅니다.
2. 본 지침에서 정하지 않은 세부사항은 아래 문서를 따릅니다.
 - 정보시스템 운영 보안 절차서

열람용



복무 지침

열람용

12

1

분 류	운영지침	규 정 번 호	NXHR_D0101
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제 1 장 총 칙

제 1 조 【 목적 】

이 운영지침은 주식회사 넥슨(이하 “회사”라 한다.) 사원의 근무관련 기본수칙으로 회사의 근무질서를 확립하고 사원의 근무조건을 보장하는 복무 관련 세부사항에 대하여 정함을 목적으로 한다.

제 2 조 【 적용범위 】

회사의 모든 사원에 대하여 근무 및 사무처리에 관하여 별도로 정한 경우를 제외하고 이 운영지침을 적용한다.

제 3 조 【 기본원칙 】

1. 회사는 근로기준법, 취업규칙에서 정한 근로조건을 준수하며 사원의 인격과 자주성을 존중하여 근무토록 노력한다.
2. 사원은 이 규정에서 정한 근무수칙을 성실히 준수하여 회사의 발전을 도모하며 회사의 명예와 신뢰가 훼손될 행동을 하여서는 안 된다.

제 2 장 복무 규율

제 4 조 【 명령복종 】

사원은 회사와 상사의 정당한 업무상 지시와 명령에 복종하고 회사의 규율을 준수하여야 한다.

제 5 조 【 직무책임 】

1. 사원은 맡은바 직무를 충실히 수행하며 직무에 대하여 책임을 진다.
2. 사원은 업무능률 향상에 노력하고 회사구성원간에 서로 협력하여 회사의 설립목적과 경영목표의 달성에 노력하여야 한다.

제 6 조 【 품행 】

사원은 회사의 신용을 추락시키거나 명예를 훼손하는 행동을 하여서는 안 된다.



제 7 조 【 기밀엄수 】

1. 사원은 회사의 기밀과 비밀 및 직무상 기밀과 비밀을 누설하여서는 안 된다.
2. 사원은 회사에 불이익을 줄 수 있는 사항의 누설 및 소문의 유포를 하여서는 안 된다.
3. 전 1,2 항을 위반한 경우 사원은 이에 대한 책임을 진다.

제 8 조 【 겸업금지 】

사원은 회사의 사전승인 없이 회사 업무 이외의 다른 직무나 영리사업에 종사하여서는 안 된다.

제 9 조 【 수수금지 】

직무와 관련하여 사내·외에서 부당한 금품 또는 향응을 받아서는 안 된다.

제 10 조 【 사전승인 】

문서 또는 인쇄물을 배포하거나 게시하고자 할 때에는 사전에 회사의 승인을 받아야 한다.

제 11 조 【 권한남용 】

사원은 개인의 이익을 위하여 직무상의 권한을 남용하여서는 안 된다. 또한 직무상 업무를 정당한 사유없이 일방적으로 타부서 및 하급자에게 업무를 위임하는 권한을 남용하여서는 안 된다.

제 12 조 【 파견사원 】

사원이 업무상 필요에 따라 거래처 등으로 파견근무를 하는 경우 파견회사의 복무규율 및 업무상 지시나 명령을 준수하고 품위를 유지하며 회사의 명예를 훼손하는 행동을 하여서는 안 된다.

제 3 장 휴가 및 휴직

제 13 조 【 정기휴가 및 근속휴가 】

1. 회사는 회계연도를 기준으로 1년 간 8할 이상 출근한 사원에게는 15일의 정기휴가를 부여한다. 전년도 입사자 역시 15개의 정기휴가를 부여한다.
2. 개인 사유의 휴직 및 병가 등으로 인하여 전년도 소정근로일수의 80% 미만 출근한 사원은 전항의 정기휴가에서 결근기간 1개월당 1일씩 차감하여 지급한다.



3. 다만, 차감하는 경우에도 복직한 해의 잔여 근무기간 1개월당 1일의 휴가일수는 보전한다.
4. 연중 입사자의 경우 입사신고일 기준으로 1개월 만근 당 1일의 정기휴가를 지급한다.
5. 해당 년도 정규직 근속자에 대하여 차 년도 정기휴가 지급시 0.5일의 근속휴가를 가산하여 지급한다.
6. 1개월을 초과하는 휴직, 휴가는 제 1항 내지 제 4항을 적용함에 있어 당해년도에 한하여 근속년수에 산입하지 않는다. 단, 교육훈련, 출산전후휴가, 육아휴직 등 법정휴직은 예외로 한다.
7. 근속휴가와 정기휴가의 합이 연중 총 25일을 초과할 수 없다.

제 14 조 【 경조사휴가 】

1. 사원이 다음의 각 호에 해당하는 경우 유급으로 통상임금을 지급하는 경조사휴가를 부여한다.

구분		휴가	경조 화환/물품
결혼	본인	6일	○
	자녀	2일	○
	본인(배우자) 형제자매	1일	X
사망	배우자	6일	○
	자녀	6일	○
	본인(배우자) 부모	6일	○
	본인(배우자) (외)조부모, (외)증조부모	3일	○
	본인(배우자) 형제자매	3일	○
	본인(배우자) 부모의 형제자매	3일	X
	본인(배우자) 형제자매의 배우자	3일	X
	본인(배우자) 부모의 형제자매의 배우자	3일	X
	배우자 유산 및 사산	3일	X
기타	본인(배우자) 부모의 회갑/칠순	1일	X
	본인출산	-	X
	자녀출생 [남직원]	10일	X

2. 사용하지 않은 휴가에 대해 수당 등으로 보상하지 않는다.
3. 자녀출생 [남직원] 경조사휴가는, 1회에 한해 분할 사용이 가능하다.

제 15 조 【 특별휴가 】

회사는 하기의 각 호에 해당하는 경우 특별휴가를 부여할 수 있다.

1. 병역관계법에 의한 검사, 소집, 검열이 있을 때
2. 선거 및 공민권 행사 당일
3. 천재지변, 화재, 수재, 교통차단 기타 재해의 사유로 출근이 불가능한 때
4. 본인 졸업식 (재직 기간 중 최대 2회)
5. 기타 회사에서 인정하는 경우



제 16 조 【 병가 】

1. 질병 및 부상에 대한 휴가 처리는 본인의 잔여 휴가 소진을 원칙으로 한다.
2. 발생 상황을 고려하여 해당 본부장/대표이사의 승인하에 회사는 다음과 같이 병가를 지급할 수 있다.

기간	휴가	급여
최대 6개월	병가 처리	1~3개월: 월급여의 50%
	*본인 정기휴가 소진 없음	4~6개월: 월급여의 30%

3. 병가 기간은 질병 및 부상의 경중에 따라 연간 최대 6개월로 한다.

기간별 병가 적용 기준
- 4대 중증질환(암, 뇌혈관 질환, 심장질환, 희귀난치 질환) 및 중대부상 시 : 최대 6개월
- 4대 중증질환(암, 뇌혈관 질환, 심장질환, 희귀난치 질환) 및 중대부상 외 : 최대 3개월

4. 병가 지급을 위해서는 입원 혹은 가료 진단 기간을 확인할 수 있는 진단서를 반드시 원본으로 인사팀에 제출해야 한다.
5. 동일한 진단서에 대한 내용을 분할하여 사용할 수 없다.

제 17 조 【 모성보호 】

1. 회사는 다음 각 호에 따라 출산전후휴가를 지급한다.
 - 1.1 임신중인 여자사원에게 공휴일 포함 90일의 휴가를 지급한다.
단, 다태아를 출산할 경우에는 공휴일 포함 120일의 휴가를 지원한다.
 - 1.2 출산전후휴가 시 최초 60일에 대하여 유급을 원칙으로 한다.
단, 다태아 출산전후휴가 시에는 최초 75일에 대하여 유급을 원칙으로 한다.
 - 1.3 출산전후휴가를 이어서 쓰는 것을 원칙으로 하되 임신 중의 여성이 과거에 유산 경험이 있는 경우, 진단결과 의사 소견상 유산의 위험이 있어 안정이 필요한 경우는 45일 이하로 분할 사용 가능하다
2. 회사는 유산 및 사산한 여자사원에 대하여 모성보호휴가를 지급한다.
모성보호휴가의 세부 지급사항은 다음 각 호에 따른다.
 - 2.1 임신 11주 이전 : 5일
 - 2.2 임신 12주 ~ 15주 이내인 경우 : 10일
 - 2.3 임신 16주 ~ 21주 : 30일
 - 2.4 임신 22주 ~ 27주 : 60일
 - 2.5 임신 28주 이후 유산 : 90일
 (모성보호휴가의 경우에도 출산전후휴가와 동일하게,



- 최초 60 일에 대하여 유급을 원칙으로 한다.)
3. 인공임신중절수술에 따른 유산의 경우는 모성보호 휴가를 지급하지 않는다.
 4. 회사는 여성근로자가 청구하는 때에는 월 1 일의 무급 보건휴가를 지급한다.
 5. 회사는 본인 및 배우자가 난임시술을 하는 사원에게 연간 4 일의 난임휴가를 지급한다.
단, 난임휴가는 최초 2 일에 대해서는 유급을, 이후 2 일에 대해서는 무급을 원칙으로 한다.
 6. 회사는 임신한 여성에게 태아검진 휴가를 지급한다.
 - 6.1 임신 28 주까지: 4 주마다 1 회
 - 6.2 임신 29 주에서 36 주까지: 2 주마다 1 회
 - 6.3 임신 37 주 이후: 1 주마다 1 회

제 18 조 【 훈련휴가 】

회사는 사원이 병역관계법에 의한 동원, 훈련 또는 교육에 참석하는 경우 유급 훈련휴가를 지급한다.

제 19 조 【 포상휴가 】

회사는 회사에 기여한 공적이 현저하고 평소의 근무성적이 우수한 자에게 개별 포상휴가를 줄 수 있다.

제 20 조 【 재충전휴가 】

1. 회사는 매월 매 3 년 누적 근속한 직원에게 개별 재충전 휴가를 줄 수 있다.
2. 누적 근속기간은 1 개월 이상의 휴직은 제외함을 원칙으로 한다.

제 21 조 【 보상휴가 】

회사는 근로자대표와의 서면 합의에 따라 연장근로, 야간근로 및 휴일근로에 대하여 임금을 지급하는 것을 갈음하여 휴가를 줄 수 있다.

제 22 조 【 휴직 】

1. 회사는 취업규칙에서 규정한 사유로 인한 경우 사원의 휴직을 허용할 수 있다.
2. 휴직의 기간은 원칙적으로 최대 1 년까지 허용하며, 해당 본부장 승인으로 결정한다.
3. 휴직기간 만료 후 2 주일 이내에 복직신청을 하지 아니하거나 휴직조건이 해소되지 않은 경우는 당연 면직된 것으로 본다.
4. 휴직기간은 공상휴직, 육아휴직, 가족돌봄휴직을 제외하고는 근무년수에 산입하지 않는다.



제 23 조 【 육아휴직 】

1. 회사는 만 8 세 이하 또는 초등학교 2 학년 이하의 자녀를 가진 사원이 신청하는 경우 육아휴직을 허용함을 원칙으로 한다.
2. 육아휴직은 출산 시 마다 총 1 년 이하의 기간에 대하여 신청할 수 있으며, 1 회에 한하여 분할 사용할 수 있다.
3. 육아휴직에 관한 기타 사항은 관계 법령에 따른다.

제 24 조 【 휴가시기의 변경 및 사용촉구 】

1. 회사는 사원의 청구일에 연차휴가를 주는 것이 사업운영상 막대한 지장이 있을 경우에 그 시기를 변경할 수 있다.
2. 회사는 휴가사용권 소멸 전에 휴가사용을 촉구할 수 있다.

제 25 조 【 특별근무 】

사원은 정상근무시간 외 또는 휴일근무가 불가피한 경우에는 근무사유를 해당 결재권자에게 보고하고, 웹오피스에 신청하여 승인을 얻어야 한다.

제 26 조 【 임신/육아기 근로시간 단축 】

1. 구성원이 만 8 세 이하 또는 초등학교 2 학년 이하의 자녀를 양육하기 위하여, 근로시간 단축을 신청하는 경우 회사는 이를 허용하여야 한다.
단, ①재직기간이 6 개월 미만인 근로자 ②대체인력 채용이 불가능한 경우, ③정상적인 사업 운영에 중대한 지장을 초래하는 경우는 제외한다.
2. 임신 후 12 주 이내 또는 36 주 이후에 있는 여자사원이 임신기 근로시간 단축을 신청하는 경우 회사는 이를 허용하여야 한다.
3. 본 규정에 명시되지 않은 기타 사항은 관계 법령에 따른다

제 27 조 【 가족 돌봄 휴직 】

1. 구성원이 가족(부모, 배우자, 자녀, 배우자의 부모, 조부모, 손자녀)의 질병, 사고, 노령의 사유로 가족을 돌볼 필요가 있는 경우, 관련 법령에 따라 가족돌봄휴직을 신청할 시 회사는 이를 허용하여야 한다.
2. 구성원이 가족(부모, 배우자, 자녀, 배우자의 부모, 조부모, 손자녀)의 질병, 사고, 노령 및 자녀양육의 사유로 가족을 돌볼 필요가 있는 경우, 관련 법령에 따라 가족돌봄휴가를 신청할 시 회사는 이를 허용하여야 한다.
3. 단, 다음의 경우는 가족돌봄휴직/휴가를 불허한다.
① 근로자의 근속기간이 6 개월 미만인 경우



- ② 대체인력 채용이 불가능한 경우
 - ③ 정상적인 사업 운영에 중대한 지장을 초래하는 경우
 - ④ 근로자 외 다른 가족이 돌봄이 필요한 가족을 돌볼 수 있는 경우
4. 가족돌봄휴직/휴가로 인한 불리한 처우는 금지한다.
 5. 가족돌봄휴직/휴가 기간은 퇴직금 등 산정을 위한 근속기간에 포함, 평균임금 산정기간에서 제외한다.
 6. 본인 부모, 배우자, 자녀의 중대질병 및 치매, 기타 회사가 인정하는 경우에는 휴직 기간 동안 월 150 만원의 생활지원금(최대 450 만원 한도)을 지원할 수 있다.

제 28 조 【 근로시간 단축청구권 】

1. 구성원이 1)가족돌봄(가족 질병/사고/노령) 2)본인 질병/사고 3)은퇴준비(55 세 이상) 4)학업을 사유로 근로시간 단축을 신청하는 경우 회사는 이를 허용하여야 한다.
 - ①1),2),3)의 사유는 최대 3 년(기본 1 년+연장 2 년)까지 청구가 가능하며, 연장(2 년)신청을 위해서는 회사가 인정하는 합리적인 사유를 제시해야 한다.
 - ②4)의 사유에 대해서는 최대 1 년까지 청구가 가능하며, 연장신청이 불가하다.
2. 단, 다음의 경우는 근로시간 단축청구를 불허한다
 - ①근로자의 근속기간이 6 개월 미만인 경우
 - ②대체인력 채용이 불가능한 경우
 - ③정상적인 사업운영에 중대한 지장을 초래하는 경우
 - ④근로시간 단축청구 종료일로부터 2 년이 지나지 않은 근로자가 신청한 경우
3. 사용자는 근로자에게 근로시간 단축청구 또는 연장청구와 관련된 서류 제출 및 합리적인 청구 사유를 요구할 수 있으며, 근로자는 관련된 내용을 제출해야 한다.

제 4 장 직장 내 질서유지

제 29 조 【 무단이탈 】

사원은 회사의 승인 없이 회사를 무단 이탈 또는 결근을 하여서는 안 된다.

제 30 조 【 사내질서 】

1. 사원은 사규 및 질서를 지키고 근무 중에 음주, 도박, 기타 등의 문란한 행위를 하여서는 안 된다.
2. 사원은 사내에서 영리를 목적으로 하는 행위(다단계 판매 등)를 하여서는 안 된다.
3. 직장 내 업무분위기의 저해를 초래할 우려가 있을 정도의 사원간 금전대차 행위를 하여서는 안 된다.



제 31 조 【 출입제한 】

회사는 다음 각 호의 1 에 해당하는 자는 출입을 제한하여 귀가조치 할 수 있다.

1. 취기가 있는 자
2. 흥기, 기타 업무에 필요치 않은 위험물을 소지한 자
3. 회사의 풍기 및 질서를 문란케 할 우려가 있는 자

제 5 장 회사시설 등의 관리보전

제 32 조 【 관리수칙 】

1. 사원은 회사의 시설, 기계, 기구, 기타 소모품을 아껴서 사용하며 제품을 주의하여 취급하여야 한다.
2. 사원은 회사의 제반 물품 및 시설에 대한 화재와 도난방지에 유의하여야 한다.
3. 사원은 회사내의 제반 안전수칙을 준수하고 보건 관리에 적극 협조하여야 한다.

열람용



제 33 조 【 개인사용 】

사원은 회사의 사전허가 없이 제반 물품 및 시설을 사적으로 사용하여서는 안 된다.

제 34 조 【 회사보호협력 】

사원은 재해 및 기타 비상시에 회사보호에 적극 협력해야 한다.

제 6 장 신고 및 보고

제 35 조 【 보고의무 】

사원은 업무현황과 직무상 발생한 사건에 대하여 회사 및 상사에게 보고할 의무가 있다.

제 36 조 【 신상변동 등 신고 】

사원은 본적, 주소, 가족사항 및 기타 신상의 변동이 생긴 때에는 즉시 웹오피스에서 변경하고 관련 서류를 인사팀에 제출해야 한다.

제 37 조 【 인수인계 】

사원이 퇴직, 휴직, 인사이동 등으로 인수인계 사유 발생시 인계사원은 담당업무의 서류, 비품, 미결내용 등의 내용에 대한 인수인계서를 작성하여 인수자에게 인계한다.

제 7 장 기 타

제 38 조 【 손해배상 】

사원이 고의 또는 업무상 중대한 과실로 회사의 유·무형의 재산 손해를 끼쳤을 경우에는 손해배상을 하여야 한다.



제 39 조 【 기타 】

1. 위 복무지침을 위반하여 회사 내의 질서를 문란하게 한 경우 인사위원회에서 징계 결정한다.
2. 본 지침에서 정하지 아니한 사항에 대해서는 취업규칙을 포함한 관련 인사규정에 따른다.

부 칙

제 1 조 【 시행일 】

이 운영지침은 2007년 06월 01일부터 시행한다.

제 2 조 【 개정일 】

1. 이 운영지침은 2008년 07월 01일부터 개정시행한다.
2. 이 운영지침은 2008년 10월 01일부터 개정시행한다.
3. 이 운영지침은 2009년 06월 01일부터 개정시행한다.
4. 이 운영지침은 2010년 04월 01일부터 개정시행한다.
5. 이 운영지침은 2012년 08월 01일부터 개정시행한다.
6. 이 운영지침은 2013년 03월 28일부터 개정시행한다.
7. 이 운영지침은 2014년 07월 01일부터 개정시행한다.
8. 이 운영지침은 2017년 01월 01일부터 개정시행한다.
9. 이 운영지침은 2018년 07월 01일부터 개정시행한다.
10. 이 운영지침은 2019년 08월 01일부터 개정시행한다.
11. 이 운영지침은 2020년 11월 01일부터 개정시행한다.



Sensitive

사내 보안 절차서

열람용

12
5



분 류	운영절차서	규 정 번 호	NXIT_P0101
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제 1 장 | 개 요

제 1 조 【 목적 】

보안사고를 예방하기 위한 정보보호 활동을 정의하고, 정보보호 조직과 임직원 및 외부자의 역할과 책임을 정의하는 것을 목적으로 합니다.

제 2 조 【 적용 범위 】

사내에 근무하는 모든 임직원(임원, 정직원, 계약 직원, 아르바이트 등 회사에 소속되어 일정 기간 이상 근무하는 사람) 및 외부자(계약관계에 있는 개발사, 위탁사, 이벤트 대행사, 외주사 등 외부업체 및 강사, 방문자 등 회사에 소속되지 않은 사람을 포함)와 업무처리를 위해 이용하는 정보자산, 사무공간 등을 대상으로 합니다.

제 2 장 | 정보보호 조직

제 3 조 【 정보보호 조직 구성 및 역할 】

1. 정보보호 조직은 다음과 같이 구성합니다. 정보보호 최고책임자, 정보보호 관리자, 정보보호 주관부서, 부서별 보안책임자, [정보보호 리더협의체]로 구성하여, 사내에서 근무하는 임직원 및 외부자를 대상으로 정보보호 활동을 수행합니다.
2. 정보보호 최고책임자는 임원급으로 [대표이사가 직접 지정하거나 이사회를 통해] 지정해야 하며, 정보보호를 위한 기술적 대책과 법률 대응 등 정보보호 활동에 대한 총괄



책임이 있습니다.

3. 정보보호 관리자는 정보보호 주관부서의 부서장이 되며, 정보보호 계획을 수립하고 정보보호 업무에 대한 지도 및 감독 등 실무적인 정보보호 활동을 총괄하여 수행합니다.
4. [정보보호 주관부서]는 정보보호 최고책임자 및 정보보호 관리자의 지시에 따라 실무적인 정보보호 활동을 수행합니다.
5. 부서별 보안책임자는 소속 부서의 부서장이 되며, 부서 내 정보보호 업무를 조정, 감독하는 역할을 수행합니다.
6. [정보보호 리더 협의체는 정보보호 관리자, IT인프라 관리자, 네트워크 관리자, 유관 부서 관리자, 관계사 정보보호 조직 관리자 등 정보보호 업무와 연관된 관리자로 구성될 수 있으며, 정보보호 활동에 대한 실무 검토, 협의 및 활동 등의 조정이 필요하면 정보보호 최고책임자 요청으로 운영할 수 있습니다.]

제 4 조 【 외부자 보안책임자 지정 】

1. 외부자는 보안사고 예방 및 대응 활동을 수행하기 위해 보안책임자를 지정하도록 해야 합니다. 개인사업자이거나 외부자가 소속된 조직에 보안관련 조직이나 담당자가 없는 경우 외부자 본인을 보안책임자로 지정합니다.
2. 외부자 보안책임자는 보안 강화를 위해 정보보호 주관부서의 협조 요청 시 지원하여 개선할 수 있도록 노력해야 합니다.



제 3 장 | 인원 보안

제 5 조 【 정보보호 서약 】

1. 임직원은 입사 시 회사 소유의 정보자산 보호를 위해 정보보호 서약서에 서명해야 합니다.
2. 외부자와 계약체결 시 정보보호 요구사항과 책임 등을 명시해야 하고, 업무 수행 전 정보보호 서약서에 서명을 받아 계약을 진행하는 담당부서에서 관리합니다. 만약, 계약 내용 및 담당자의 변동이 발생하는 경우 담당부서로 알리도록 합니다.
3. 임직원은 임직원 간 대화나 회의 등으로 얻을 수 있는 회사의 모든 정보를 무단으로 녹음하거나 촬영해서는 안 됩니다.
4. 임직원은 회사의 모든 정보를 업무 목적으로만 사용해야 하고, 그 외의 목적으로 사용하거나 타인에게 제공해서는 안 됩니다.

제 6 조 【 퇴사 및 계약해지 】

1. 임직원 퇴직, 관계사 이동, 외부자와의 계약해지 시 정보보호를 위한 조치를 취해야 합니다.
 - 1) 사원증, 출입 카드, 지급 장비 등 정보자산 반납
 - 2) 정보보호 서약서, [파기 확인서] 등 정보보호 관련 문서 서명 확인
 - 3) 업무 자료 회수
 - 4) 정보시스템 접근권한 회수, 계정 삭제 또는 비활성화



제 7 조 【 개인정보취급자 지정 】

1. 개인정보취급자는 업무 처리시 필요한 최소한의 인원으로 지정해야 합니다.
2. 개인정보취급자 등록 시 [개인정보보호 서약서]에 서명합니다.

제 8 조 【 직무 분리 】

1. 권한 오남용으로 인한 피해를 줄이기 위해 개발 업무와 운영 업무 등 권한과 책임에 따라 직무를 분리합니다.
2. 조직 및 업무 환경상 직무 분리가 어려운 경우 부서별 보안책임자는 권한 오남용을 예방할 수 있는 [보안통제 방안]을 마련해야 합니다.
 - 1) 직무자간의 상호 검토
 - 2) 상위직책자의 직무 변경내용 검토 및 직무수행 모니터링
 - 3) 상위직책자의 접근권한 검토 및 승인 등

제 9 조 【 보안 교육 】

1. 신규 입사자는 입사 후 정보보호 교육을 이수해야 합니다.
2. [직책자는 인사 발령 후 직책자 정보보호 교육을 이수해야 합니다.]
3. 개인정보취급자는 [관계 법률에 따라 최소 연 1회] 개인정보보호 교육을 이수해야 합니다.
4. 임직원은 매년 정보보호 교육을 [최소 연 1회] 이수해야 합니다.
5. 출장, 휴가 등으로 인해 해당 보안 교육 이수가 어려운 경우 차기 교육 또는 전달 교육 등의 방법으로 보안 교육을 이수해야 합니다.



제 4 장 | 물리 보안

제 10 조 【 구역 구분 】

1. 회사의 물리적인 영역은 통제구역, 제한구역, 공용구역으로 구분합니다.
 - 1) 통제구역: 출입 가능한 인원이 제한된 회사의 기밀 자료와 정보시스템이 밀집한 구역을 의미합니다.
 - 2) 제한구역: 임직원 및 승인을 받은 인원이 출입 가능한 구역을 의미합니다.
 - 3) 공용구역: 통제구역 및 제한구역을 제외한 구역을 의미합니다.

제 11 조 【 통제구역 보안관리 】

1. 통제구역의 출입 인원은 항상 최소화해야 하고 출입이 필요할 경우 통제구역 관리담당자 승인을 받아야 하며, 외부인의 출입이 필요할 경우에는 담당자가 동행해야 합니다.
2. 통제구역 내 출입이나 정보시스템의 반출입이 필요할 경우 통제구역 관리담당자의 승인을 받아야 합니다.
3. 통제구역에 대한 출입 내역 및 정보시스템 반출입 내역을 관리대장에 기록하고 [월1회 이상] 비정상 행위를 점검합니다.
4. 통제구역 내 정보시스템에서 보조 저장매체 사용은 제한되어야 하며 업무상 필요할 경우 통제구역 담당부서의 승인을 받아야 하고, 사용내역을 기록하여 [1개월 이상] 보관하며, 사용 완료 후 보조 저장매체 내 저장된 데이터를 삭제해야 합니다.



- 출입 통제를 위한 장치와 출입자를 확인하기 위한 영상정보처리기를 설치 운영합니다.

제 12 조 【 통제구역 외 보안관리 】

- 사내에서는 출입 카드를 항상 패용하고, 타인에게 양도 또는 대여하지 않아야 합니다.
- 외부자가 회사에 상주 시 해당 기간만 출입할 수 있는 출입증을 발급하고 출입 보안에 관한 사항을 전달하여 지킬 수 있도록 안내합니다.
- 회사에서 지급한 업무기기 및 정보시스템 등 정보자산을 반출입하는 경우, [부서별 보안책임자의 승인]을 받아야 합니다.
- 회사에서 지급한 모바일 기기나 보조 저장매체, 중요 문서 등은 도난·분실·유출·훼손 등으로부터 보호될 수 있도록 취급상 주의를 기울이고 도난방지 장치를 사용하거나, 잠금장치가 있는 곳에 보관합니다.
- 정보보호 주관부서는 사무공간의 보안 활동 점검을 시행할 수 있습니다.
- 정보시스템 접속을 위한 계정 및 비밀번호 등을 책상이나 PC 등 공개된 장소에 기록해 두지 않아야 합니다.

제 5 장 | PC 보안

제 13 조 【 PC 지급 】

- 업무 목적으로 지급하는 PC는 백신 프로그램을 설치하고 기본적인 보안설정을 적용해야



합니다.

제 14 조 【 PC 반납 및 파기 】

1. PC를 반납하거나 저장매체를 교체하는 경우 저장된 데이터를 백업 또는 삭제한 후 반납합니다.
2. 저장매체는 [와이핑 등] 복원이 불가능한 방법으로 데이터를 완전히 삭제한 후 재사용할 수 있습니다. 단, 개인정보취급자가 사용한 PC를 반납하거나 저장매체를 교체하는 경우 사전에 개인정보 삭제 여부를 [개인정보보호 주관부서로부터 확인을 받아야 합니다.]

제 15 조 【 PC 기기관리 】

1. 회사에서 지급하지 않은 개인 PC는 업무 목적으로 사용하지 않아야 합니다. 단, 사용이 불가피한 경우 회사 정보자산과 동일한 정보보호 정책을 적용할 수 있습니다.
2. 기밀 정보나 개인정보 등 중요 정보가 포함된 파일은 비밀번호를 설정하거나 암호화하여 안전하게 관리해야 합니다.
3. 퇴근 시 또는 장기간 자리를 비우는 경우 전원을 종료해야 합니다. 단, 업무상 전원을 종료하지 않아야 하는 경우에는 화면 보호기 등을 이용하여 화면을 잠그고, 네트워크 사용이 불필요할 경우 랜케이블 분리 등 네트워크 차단 조치를 취해야 합니다.
4. 임직원은 보안 소프트웨어와 정보보호 정책을 임의로 변경하거나 우회하여서는 안 되며, 기타 어떠한 방법으로도 무력화해서는 안 됩니다. 보안 소프트웨어와 정보보호 정책의 오류 또는 우회 경로 발견 시 즉시 정보보호 주관부서에 알려야 합니다.



- 비밀번호는 [문자와 숫자, 특수문자 중 2종류 조합 시 최소 10자리 이상 또는 3종류 조합 시 최소 8자리이상의 길이]로 구성하고 계정과 동일한 비밀번호, 연속되는 숫자나 문자, 쉽게 유추할 수 있는 생년월일, 전화번호, 이름 등의 비밀번호는 사용하지 않아야 하며 [최대 6개월] 주기로 변경하고 비밀번호가 유출되지 않도록 관리합니다.
- 공유 폴더 및 외부 P2P, 웹하드는 업무상 불가피한 경우를 제외하고는 사용하지 않아야 합니다.

제 16 조 【 소프트웨어 사용 】

- 업무 시 회사에서 라이선스를 보유하거나 저작권 사용 허락을 받은 소프트웨어만 사용해야 합니다.
- 회사가 소유하고 있는 소프트웨어를 업무 목적 외로 사용하거나 배포해서는 안 됩니다.
- 회사에서 구매하지 않은 소프트웨어나 저작권 사용 허락을 받지 않은 소프트웨어, 불법 복제 소프트웨어를 사용해서는 안 되며, 개인이 직접 구매한 소프트웨어라고 하더라도 업무 목적으로 사용해서는 안 됩니다.
- 소프트웨어 관리부서는 비인가 소프트웨어 설치 여부를 점검하여 삭제 조치하고, 필요하면 구매 후 사용할 수 있도록 합니다.

제 17 조 【 보조 저장매체 사용 】

- 회사에서 지급한 보조 저장매체 사용 시 악성코드가 유포되지 않도록, 보조 저장매체 자동 실행 기능 해지, 보조 저장매체 내 파일 이용 시 악성코드 검사, 업무 목적이 완료된



경우 보조 저장매체 내 관련 데이터 삭제 또는 포맷을 해야 합니다.

2. 개인 소유의 보조 저장매체는 개인정보 처리를 위해 사용할 수 없습니다.

제 6 장 | 모바일 기기 보안

제 18 조 【 모바일 기기 관리 】

1. 회사에서 지급한 모바일 기기 또는 회사 메일을 연동한 개인 모바일 기기는 비밀번호 설정 또는 잠금 화면을 설정하여 회사의 정보가 유출되지 않도록 관리합니다.
2. 업무목적을 벗어나 탈옥(Jailbreak) 또는 루팅(Rooting)과 같은 모바일 기기의 플랫폼 구조를 임의로 변경하지 말아야 하며, 업무목적으로 설정을 임의로 변경한 모바일 기기에는 회사의 중요정보를 저장하지 않아야 합니다.

제 19 조 【 모바일 앱 사용 통제 】

1. 모바일 앱은 신뢰하는 사이트에서 다운받아 설치하고, 출처를 알 수 없는 모바일 앱은 설치하지 않아야 합니다.
2. 업무 목적으로 사용하는 모바일 기기는 외부에서 다운받은 모바일 앱을 직접 사용하는 경우, 사전에 [백신 프로그램을 이용하여] 점검한 뒤 사용해야 합니다

제 20 조 【 분실 및 도난 】

1. 회사의 메일을 연동한 모바일 기기를 분실하거나 도난 당했을 시 [아래와 같은 방법을 통해 모바일 기기를 초기화하고,] 회사 메일의 비밀번호를 변경해야 합니다.



- 1) 운영체제(OS)에서 제공하는 원격 초기화 기능
- 2) 단말기 제조사에서 제공하는 초기화 기능
- 3) 사내 메일에서 제공하는 OWA를 이용한 초기화 기능

제 7 장 | 네트워크 보안

제 21 조 【 메일 및 메신저 보안 】

1. 임직원은 회사에서 제공한 메일 시스템과 메신저를 사용해야 합니다. 단, 업무 특성상 외부 메일 시스템 또는 외부 메신저의 사용이 필요한 경우, [전자결재, NCSR 등] 승인 및 처리 내역을 체계적으로 관리할 수 있는 시스템을 이용하고 [부서별 보안책임자와 정보보호 주관부서]의 검토를 받아야 합니다.
2. 메일 시스템과 메신저를 이용하여 기밀정보 또는 중요정보를 전송하는 것은 제한되어야 하며, 업무상 전달이 불가피한 경우 파일에 비밀번호를 설정하여 전달하고 비밀번호는 수신자에게 전화나 문자 등 다른 채널을 통해 전달합니다.
3. 기밀정보 또는 중요정보를 전송하는 경우 수신자가 정확한지 재확인하여 오발송되지 않도록 주의해야 합니다. 만약 오발송이 확인 된 경우 아래와 같이 조치를 해야 합니다.
 - 1) 메일 회수 기능을 이용하여 오발송 된 메일을 회수
 - 2) 수신자를 확인하여 삭제할 수 있도록 요청
4. 출처가 불분명한 메일이나 스팸 메일을 수신한 경우 열람하지 말고 정보보호 주관부서로



신고합니다.

제 22 조 【 인터넷 보안 】

1. 업무와 관련되지 않은 음란, 도박 등 불법 사이트는 접속하지 않아야 하고, 보안이 취약하거나 정보유출의 위험이 있는 사이트는 접속이 차단될 수 있습니다.
2. 접속이 차단된 사이트 중 업무 목적상 접근이 필요한 경우, [전자결재, NCSR 등] 승인 및 처리 내역을 체계적으로 관리할 수 있는 시스템을 이용하고 [부서별 보안책임자와 정보보호 주관부서]의 검토를 받아야 합니다.
3. 회사 네트워크를 통해 불법 음원, 동영상, 게임, 화보 등 법률에서 금지하는 불법 콘텐츠, 저작물 등에 대한 다운로드·업로드 및 유통, 배포 등의 행위를 해서는 안 됩니다.
4. 외부 공개 사이트의 게시판이나 SNS 등에 회사에 불이익을 주는 내용을 게시하지 않아야 합니다.

제 23 조 【 무선 네트워크 보안 】

1. 사내 무선 네트워크는 회사에서 제공한 것 만을 사용해야 하고, 신뢰할 수 없는 무선 네트워크는 사용하지 않아야 합니다.
2. 무선 네트워크는 [WPA2] 등 안전한 보안 프로토콜과 사용자 인증 기능 등을 사용하여 비인가자가 접근할 수 없도록 해야 합니다.
3. 개발용 무선망과 같이 사내 시스템으로의 접근이 가능한 중요 무선 네트워크는 추가 인증수단을 적용하고 업무목적으로 사전에 등록된 모바일 기기만 접근을 허용해야



합니다.

제 8 장 | 문서 보안

제 24 조 【 출력 · 복사물 보안 】

1. 중요정보가 포함된 출력 · 복사물은 최소화하고 사용 후 복구할 수 없는 방법으로 즉시 파기하거나 문서 파쇄함을 이용합니다.
2. 출력 · 복사물의 관리와 책임을 위해 [출력물에 사번, 일시, 일련번호 등을 표기하고], 출력 · 복사 시 방치하지 말고 즉시 회수하여 분실을 예방합니다.
3. 중요 문서의 FAX 전송 후 즉시 수신인에게 수신 확인을 요청합니다.
4. 중요 문서의 출력 · 복사물 무단 배포는 원칙적으로 금합니다.
5. 중요 문서 인쇄물의 원본 혹은 사본을 전달하는 경우 전달자가 내용을 알 수 없도록 봉인하여 전달합니다.

제 25 조 【 데이터 저장 및 열람 】

1. 회사는 중요자산과 영업비밀 보호를 위해 임직원이 정보시스템을 통해 사용하거나 그 과정에서 생성된 정보를 기록 및 보관할 수 있습니다.
2. 회사는 저장한 데이터의 안전한 보관 및 비인가자의 열람을 방지하기 위해 적절한 관리적/기술적 보호조치를 해야 합니다.



제 9 장 | 원격 업무 보안

제 26 조 【 원격 업무 보안 】

1. 재택근무 등 회사 외부에서 원격으로 업무를 수행할 경우 [부서별 보안책임자]의 승인을 받아 VPN 등 안전한 방법으로 정보시스템에 접근해야 합니다.
2. 원격 업무 시 아래 유형의 단말기만 사용해야 합니다.
 - 1) 회사에서 지급한 PC와 모바일 기기
 - 2) 백신 프로그램 설치 등 보안 기능을 설정한 개인 PC와 모바일 기기
3. 개인 PC와 모바일 기기에 회사의 중요정보를 저장해서는 안 됩니다. 단, 업무상 필요할 경우 중요정보가 포함된 파일은 암호를 설정하고 업무 종료 후 복구 또는 재생이 불가능한 방법으로 파기해야 합니다.
4. 회사에서 제공하는 메신저, PC 원격 프로그램 등 안전한 소프트웨어만 사용해야 합니다.
5. 신뢰할 수 없는 외부의 공용 네트워크 사용하여 회사의 정보시스템에 접근하지 않습니다.
6. 개인용 무선 네트워크는 [WPA2] 등 안전한 보안 프로토콜과 사용자 인증 기능 등을 사용하여 비인가자가 접근할 수 없도록 해야 합니다.

제 10 장 | 예외규정

제 27 조 【 예외적용 기준 】

1. 본 절차서의 기준 적용에 있어 예외적용이 필요할 경우 아래 항목을 기준으로 [정보보호



주관부서]의 검토 후 예외적용이 가능합니다.

- 1) 해당 기준을 적용할 경우 서비스 운영에 영향성이 지대하거나 기술적으로 적용이 어려울 경우
- 2) 본 절차서 상에서 관련 기준 및 내용을 정의하지 않고 있는 경우

부 칙

제 1 조 【 시행일 】

이 절차서는 2018 년 11 월 12 일부터 시행합니다.

이 절차서는 2020 년 6 월 9 일부터 개정 시행합니다.

이 절차서는 2020 년 8 월 26 일부터 개정 시행합니다.

제 2 조 【 하위 문서와의 관계 】

1. 세부사항이 별도로 정해져 있지 않은 경우 정보보호 관련 법률 등의 기준을 따릅니다.
2. 본 절차서에서 정하지 않은 세부사항은 가이드라인 및 관련 문서 등을 따릅니다.

업무관련 지적 재산에 관한 권리확인서

주식회사 넥슨코리아(이하 "갑"이라 한다)와 최정현(이하 "을"이라 한다)는 업무관련 지적재산의 권리 확인과 관련하여 다음과 같이 계약을 체결한다.

다 음

제 1 조 (목적)

본 계약은 "을"이 "갑"의 직원으로 재직하면서 이루어지는 저작, 개발, 실연, 발명 등의 지적 재산 창출행위와 관련하여, 이와 관련된 "갑"과 "을"의 권리관계를 명확히 함을 목적으로 한다.

제 2 조 (용어의 정의)

1. "직무발명품"이란 "을"이 "갑"의 직원으로 재직하면서, 직무관련성이 있는 분야에 관하여, 업무와 관련하여 발명한 발명품을 말한다.
2. "업무저작물"이란 "을"이 "갑"의 직원으로 재직하면서, 직원으로서 업무를 수행하는 과정에서 이루어지는 작사, 작곡, 편곡, 실연, 집필, 편집, 디자인 등 기타 모든 창조적 행위에 의하여 발생하는 결과물을 말한다.

제 3 조 (발명 등의 자동승계 및 업무저작물의 권리확인)

1. "을"이 입사 후 수행한 직무발명 등이 이루어진 경우, 해당 "직무발명품"에 대하여 국내 또는 해외에서 지적재산권으로 등록 받을 권리는 그 발명 등이 이루어짐과 동시에 "갑"에게 자동 승계되는 것으로 본다.
2. 다만, "을"이 제3자와 공동으로 직무발명을 한 경우에는, "을"이 가지는 직무발명에 대한 국내 또는 해외에서 지적재산권으로 등록 받을 권리의 지분에 대하여, 그 발명 등이 이루어짐과 동시에 "갑"에게 자동 승계되는 것으로 본다.
3. "을"이 입사 후 업무 수행의 과정에서 만들어진 "업무상저작물"은 현행 저작권법 제 9 조에 의거하여 지적재산권(2차적 저작물 작성권, 편집 저작물 작성권, 저작 인접권 포함)등이 처음부터 "갑"에게 원시적으로 발생, 귀속되는 것임을 양 당사자가 확인 한다.

제 4 조 (권리와 의무)

1. "갑"이 전 조 제 1 항의 권리를 "을"로부터 승계한 경우에는 사규에서 정하는 바에 따라 "을"에게 소정의 보상을 할 수 있다.
2. "을"은 본 계약이 체결된 이후에는, 직무상 발명 등이 이루어진 다음 "을"에게 이직 등의 사유가 발생한 경우, "을"은 "갑"의 회사 외에서는 "갑"이 승계한 발명등과 동일하거나 유사한 콘텐츠를 사용하거나 재창작할 수 없다.
3. "을"은 고용관계 계속 중에 "을"이 한 모든 발명을 "갑"에게 조서를 작성하여 통지하여야 하며, "갑"은 지체 없이 이를 확인시켜줄 의무가 있다.
4. "을"은 본 계약체결 이후, 본 직무발명에 대하여 별도의 권리를 주장할 수 없다.

제 5 조 (기타)

1. 본 계약에 정하지 않는 사항 및 양 당사자간 본 계약 해석상 이견이 있을 경우에는 일반 상관례 따라 해결하는 것으로 한다.
2. 본 계약과 관련하여 양당사자의 협의로 해결되지 않는 분쟁이 발생한 경우 서울중앙지방법원을 제 1 심 전속합의관할로 한다.
3. 양 당사자는 신의성실의 원칙에 따라 본 계약을 성실히 준수해야 하며, 계약서는 "갑"의 인사팀에서 보관한다.

2018년 4월 13일

"갑"
주식회사 넥슨코리아
경기도 성남시 분당구 판교로 256번길 7
대표이사 이 정 현 (인)



"을"
생년월일 84.01.18
성명 최정현

(Handwritten signature)

소갑 제47-2호증

47

2

업무관련 지적 재산에 관한 권리확인서

주식회사 넥슨코리아(이하 "갑"이라 한다)와 박승하 (이하 "을"이라 한다)는 업무관련 지적재산의 권리 확인과 관련하여 다음과 같이 계약을 체결한다.

다 음

제 1 조 (목적)

본 계약은 "을"이 "갑"의 직원으로 재직하면서 이루어지는 저작, 개발, 실연, 발명 등의 지적 재산 창출행위와 관련하여, 이와 관련된 "갑"과 "을"의 권리관계를 명확히 함을 목적으로 한다.

제 2 조 (용어의 정의)

1. "직무발명품"이란 "을"이 "갑"의 직원으로 재직하면서, 직무관련성이 있는 분야에 관하여, 업무와 관련하여 발명한 발명품을 말한다.
2. "업무저작물"이란 "을"이 "갑"의 직원으로 재직하면서, 직원으로서 업무를 수행하는 과정에서 이루어지는 작사, 작곡, 편곡, 실연, 집필, 편집, 디자인 등 기타 모든 창조적 행위에 의하여 발생하는 결과물을 말한다.

제 3 조 (발명 등의 자동승계 및 업무저작물의 권리확인)

1. "을"이 입사 후 수행한 직무발명 등이 이루어진 경우, 해당 "직무발명품"에 대하여 국내 또는 해외에서 지적재산권으로 등록 받을 권리는 그 발명 등이 이루어짐과 동시에 "갑"에게 자동 승계되는 것으로 본다.
2. 다만, "을"이 제3자와 공동으로 직무발명을 한 경우에는, "을"이 가지는 직무발명에 대한 국내 또는 해외에서 지적재산권으로 등록 받을 권리의 지분에 대하여, 그 발명 등이 이루어짐과 동시에 "갑"에게 자동 승계되는 것으로 본다.
3. "을"이 입사 후 업무 수행의 과정에서 만들어진 "업무상저작물"은 현행 저작권법 제 9 조에 의거하여 지적재산권(2차적 저작물 작성권, 편집 저작물 작성권, 저작 인접권 포함)등이 처음부터 "갑"에게 원시적으로 발생, 귀속되는 것임을 양 당사자가 확인 한다.

제 4 조 (권리와 의무)

1. "갑"이 전 조 제 1 항의 권리를 "을"로부터 승계한 경우에는 사규에서 정하는 바에 따라 "을"에게 소정의 보상을 할 수 있다.
2. "을"은 본 계약이 체결된 이후에는, 직무상 발명 등이 이루어진 다음 "을"에게 이직 등의 사유가 발생한 경우, "을"은 "갑"의 회사 외에서는 "갑"이 승계한 발명등과 동일하거나 유사한 콘텐츠를 사용하거나 재창작할 수 없다.
3. "을"은 고용관계 계속 중에 "을"이 한 모든 발명을 "갑"에게 조서를 작성하여 통지하여야 하며, "갑"은 지체 없이 이를 확인시켜줄 의무가 있다.
4. "을"은 본 계약체결 이후, 본 직무발명에 대하여 별도의 권리를 주장할 수 없다.

제 5 조 (기타)

1. 본 계약에 정하지 않는 사항 및 양 당사자간 본 계약 해석상 이견이 있을 경우에는 일반 상관례 따라 해결하는 것으로 한다.
2. 본 계약과 관련하여 양당사자의 협의로 해결되지 않는 분쟁이 발생한 경우 서울중앙지방법원을 제 1 심 전속합의관할로 한다.
3. 양 당사자는 신의성실의 원칙에 따라 본 계약을 성실히 준수해야 하며, 계약서는 "갑"의 인사팀에서 보관한다.

2018년 4월 13일

"갑"
주식회사 넥슨코리아
경기도 성남시 분당구 판교로 256번길 7
대표이사 이 정 현 (인)



"을"
생년월일 1978.11.01
성 명 박승하

(인)

소갑 제47-1호증

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1

정보보호서약서

본인은 주식회사 넥슨코리아 (이하 '회사')의 임·직원으로서 근무함에 있어 다음의 사항을 충분히 숙지하고 성실하게 이행할 것을 서약합니다.

1. 본인은 회사 재직 중에 취득한 회사의 제반 기술정보(발명·특허, 개발, 플랫폼, 데이터분석 등 제반 기술관련사항), 경영정보(재무, 관리, 기획, 영업, 인사, 법무 등 제반 경영관련사항) 및 개인 정보 등 회사의 모든 기업비밀이 전적으로 회사에 귀속되고, 이에 대한 모든 사용권과 처분권이 회사에 있음을 인정하고 회사가 위 정보들을 사용하고 처분하는 데 동의합니다.

2. 본인은 회사가 명시하여 접근을 허가하지 않은 정보나 시설에는 접근하지 않을 것이고, 회사의 정보보호 관련 규정, 지침, 절차서 등(이하 "정보보호 정책")을 반드시 준수할 것이며, 회사의 기업비밀 보호를 위하여 필요한 경우 본인이 업무와 관련하여 사용하는 인터넷, 전화, 전자문서(이메일, 메신저, 팩스 내용과 송·수신정보 등을 포함한다. 이하 "전자문서 등")등 통신시설의 이용에 대해 회사가 일정한 제한이나 통제를 할 수 있음을 인정하고, 회사의 정보보호 정책에서 정하는 목적에 해당하는 경우에 한하여 해당 절차를 준수하여 제한이나 통제를 가할 수 있음에 동의합니다.

3. 본인은 회사의 업무에 관하여 회사 외부로 발송되는 모든 전자문서 등이 업무와 관련된 회사의 정보자산으로 간주되고, 회사에 손해를 입힐 수 있는 기술정보, 경영정보 및 개인정보 유출의 사전 예방 및 신속한 대응을 위해 회사가 전자문서 등을 보관하거나 점검할 수 있음을 인정하고, 회사가 정보보호 정책에서 정하는 목적에 해당하는 경우에 한하여 해당 절차를 준수하여 보관하거나 점검하는 것에 동의합니다.

4. 본인은 회사 재직 중에 지득·취득하여 알게 된 회사의 모든 기업비밀(제1항의 제반 기술정보, 경영정보, 개인정보 등을 포함한다)을 회사의 업무와 관련된 용도에 한하여 사용할 것이며, 회사의 사전 서면 동의 없이 업무와 관련 없는 회사 내부, 외부의 제3자에게 제공, 공개 또는 누설하지 않겠습니다.

5. 본인은 회사가 제공한 전산장비, 통신장비, 각종 기록매체, 저장장치 등(인터넷, 전화, 전자문서 등을 이용하기 위한 장비들을 포함하며, 이하 같다)을 회사의 업무 목적으로만 사용할 것이고, 회사의 사전 서면 동의 없이는 업무 목적 외의 복사, 녹음, 촬영 등 기타 방법에 의한 일체의 복제행위를 하지 않을 것이며, 회사의 명시적인 허가 없이는 무단변조, 훼손 등의 행위를 하지 않을 것입니다. 나아가 회사가 제공한 전산장비, 통신장비, 각종 기록매체, 저장장치 등을 사용함에 있어 이를 분실하지 않도록 최선의 주의를 기울일 것입니다.

6. 본인은 퇴직 시 본인이 관리하고 있던 회사의 기업비밀과 관련된 사항이 들어있는 일체의 자료를 회사에 반납하거나 폐기하고, 그 내용을 확인하거나 복원할 수 있는 어떠한 형태의 사본도 개인적으로 보유하지 않을 것입니다.

7. 본인은 퇴직 후 재직 중에 지득·취득하여 알게 된 회사의 모든 기업비밀(제1항의 제반 기술정보, 경영정보, 개인정보 등을 포함한다)을 회사의 사전 동의 없이 제3자에게 누설하거나 공개 또는 제공하지 않을 것입니다.

8. 본인은 업무와 관련하여 제3자의 특허, 상표, 저작권 및 영업비밀 등 지적재산권을 침해하는 행위를 하지 않을 것이며, 제3자의 지적재산권을 침해하지 않도록 최대한의 주의를 기울일 것입니다.

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9. 본인은 출입이 허용된 계열회사를 방문할 경우, 계열회사의 정보보호 정책을 준수할 것이며, 업무 수행과정에서 지득한 계열회사의 모든 정보를 본 계약상 회사의 정보와 동일하게 취급하며 동일한 의무를 부담함에 동의합니다.

10. 본인은 회사가 인사관리 목적 또는 보안지침에서 정하는 목적을 달성하기 위하여 본인의 개인정보를 수집할 수 있음과 수집한 개인정보가 회사에 의해 회사의 관계사에 제공될 수 있다는 점에 대해 다음과 같이 동의합니다.

- 일반 개인정보의 수집 및 이용에 대한 동의
- 일반 개인정보의 제3자 제공에 대한 동의
- 고유식별정보의 수집 및 이용에 대한 동의
- 고유식별정보의 제3자 제공에 대한 동의

11. 본인은 제10항에서 수집될 개인정보를 사전에 모두 특정하는 것이 용이하지 않거나 불가능할 수 있다는 점을 충분히 이해하고, 제10 항에서 개인정보의 수집에 수반하여 이루어지는 조치와 관련한 민사, 형사, 행정상 책임으로부터 회사, 회사의 본사 및 계열회사, 수임인, 각 회사의 임·직원의 모든 책임을 면제할 것임을 확인합니다.

본인은 위 사항에 대해 회사로부터 충분한 설명을 듣고 이를 잘 이해하였으며, 성실히 준수할 것을 서약합니다.

본인이 위 사항을 위반하여 회사의 기밀비밀을 누설하거나 회사에 손해를 입힌 경우 관련 법률에 따른 민·형사상 책임을 부담하겠으며, 이로 인하여 회사에 발생한 모든 손해를 배상하고 회사를 면책시키도록 하겠습니다. 본인은 회사의 기밀비밀 보호를 위한 노력에 적극적으로 협조할 뿐만 아니라, 그에 따른 법적·윤리적 의무를 성실히 이행할 것입니다.

2018년 04월 18일

소 속 : 나초 코어유닛

성 명 : 죄주현

죄주현 죄주현

소갑 제20-1호증

제 6 조 (계약의 해지)

"회사"는 "근로자"가 다음 사항 중 하나에 해당할 경우, 30일 전에 사전통보하고 본 계약을 해지하거나 또는 재계약을 거부할 수 있다.

- ① 제 5조의 의무를 위반하였을 경우
- ② "근로자"가 입사지원 시 제출한 작업물 등이 타인의 저작권을 침해하거나 타사의 영업비밀을 침해하는 경우
- ③ "근로자"가 근무태만 등의 사유로 업무실적이 현저하게 저조하다고 판단되는 경우
- ④ "근로자"가 업무와 관련하여 부정 행위를 하거나 또는 부정한 금전 등을 수령한 경우
- ⑤ 학력, 경력 등에 대한 허위사실이 발견될 경우
- ⑥ "근로자"가 질병 또는 그 밖의 다른 사유로 본 계약상의 의무를 성실히 수행할 수 없다고 판단되는 경우
- ⑦ 기타 사내규정에 위반한 경우

제 7 조 (기타)

- ① 본 계약서에 정하지 않은 사항은 관계법령, "회사"의 사규 등에 따르며, 별도로 정한 바 없는 경우 상호 협의하여 결정한다.
- ② 계약 내용을 변경할 필요가 있는 경우에는 "회사"와 "근로자"가 서면으로 합의하여 변경함을 원칙으로 한다.
- ③ 양 당사자는 본 계약을 성실히 준수할 것을 다짐하며, 서명 또는 기명 날인된 계약서는 "회사"의 인사팀에서 보관한다.
- ④ 본 계약과 관련하여 양 당사자간에 이견이 있는 경우 상호 합의하여 처리함을 원칙으로 하되, 원만히 합의에 이르지 못하여 분쟁이 발생된 경우에 관할법원은 서울중앙지방법원으로 한다.
- ⑤ 본 계약은 "회사"와 "근로자"의 서명 또는 기명 날인으로 효력이 발생된다.

열람용

2021년01월01일

"회사"

(주) 넥슨코리아

대표이사 이 정 현 (인)



"근로자"

생년월일 : 840119

성 명 : 최주현

최주현 최주현

서면교부 받았음을 확인 합니다. (인)
소갑 제20-2호증

최주현 최주현

EXHIBIT 4

Annual Salary Contract

Nexon Korea Corporation (hereinafter referred to as the “Company”) and Ju Hyun Choi (hereinafter referred to as the “Worker”) enter into an annual salary contract as set out hereunder.

Section 1 (Obligation to Maintain Salary Confidentiality)

- (1) The Worker shall not disclose or divulge to a third party any information related to the annual salary set out in the contract.
- (2) The Company may take measures such as salary reduction or dismissal in accordance with the internal disciplinary regulations of the company if the Worker discloses or leaks the information about the annual salary, and the Worker affirms that he or she shall not raise any objection about the disposition of the Company.

Section 2 (Salary Contract Period)

The annual salary payment application period of this annual salary contract is unless otherwise agreed in writing between the Company and the employee.

Valid from January 01, 2021, to December 31, 2021.

Article 3 (Annual Salary)

- (1) The annual and basic salary of the Worker shall be as follows, and the components of the total annual salary, and the like, shall be organized as shown in the following table.

Category	Amount	Remark
Total annual salary	[REDACTED]	[REDACTED]
Base Pay	[REDACTED]	[REDACTED]

- (2) The Worker bears all taxes on the earned income above.
- (3) Compensation from the 1st to the last day of each month is remitted to the account of the Worker on the 24th of the current month.
- (4) If there is any undue gain due to attendance (absence) identified after the salary payment, it is deducted from the next month's salary.
- (5) If the Worker does not work until the end of the month after the pay date, the amount of unworked work must be returned to the Company on a prorated basis.
- (6) Severance pay is paid separately from the annual salary only for those who have worked for more than one (1) year, and its detailed regulations follow the Company regulations.

Section 4 (Benefits)

- (1) Benefits such as vacation support for long-term service may be paid separately from the annual salary according to the Company's policy, and details are determined separately by the Company.
- (2) Welfare benefits under Paragraph ⑧ may be subject to change in payment status, time, content, etc. as determined separately by the Company.

Section 5 (Obligation to Comply with Trade Secrets, etc.)

- (1) The Worker shall not disclose confidential information of the Company obtained during employment to a third party, not only during employment but also after departure from the Company.
- (2) The Worker shall not bring trade secrets of any third party into the Company without the permission of the rights holder or take trade secrets of the Company out of the Company without the permission of the rights holder.
- (3) The Worker shall not work in the same or similar industry that may infringe trade secrets for one (1) year after retirement without the prior consent of the Company.
The Worker recognizes that the Worker shall bear all civil and criminal responsibilities to the Company or a third party in accordance with the Act on Prevention of Unfair Competition and Protection of Trade Secrets and the relevant laws and regulations.

Plaintiff's Exhibit 20-2

For Viewing Only

Plaintiff's Exhibit 20-2

Section 6 (Termination of this Contract)

The Company may terminate this contract or refuse to renew the contract with 30 days' prior notice if the Worker falls under any of the following cases.

- (1) In case of violating the obligations of Section 5
- (2) In case the work, etc., submitted by the employee when applying for a job infringes the copyright of another person or the trade secret of another Company
- (3) In case it is determined that the employee's performance is remarkably poor due to negligence in doing work, etc.
- (4) In case the Worker engages in a misconduct in relation to work or receives dishonest money, etc.
- (5) In case false information about education, career, etc., is found
- (6) In case it is determined that the Worker is unable to faithfully perform his/her obligations under this Contract due to illness or other reasons
- (7) In case of violating of other internal regulations of the Company

Section 7 (Miscellaneous)

- (1) Matters not stipulated in this Contract shall be governed by relevant laws and decrees, Company regulations, etc., and if not otherwise stipulated, they shall be determined through mutual consultation.
- (2) If there is a need to change the content of this Contract, the Company and the employee shall, in principle, reach agreement in writing to make changes.
- (3) Both Parties pledge to faithfully abide by this contract, and the signed or seal-affixed contract is kept by the human resources team of the Company.
- (4) In principle, if there is a difference of opinion between the Parties relating to this Agreement, it shall be dealt with through mutual agreement, but if the Parties fail to reach an amicable agreement in resolving the dispute, the competent court of jurisdiction shall be the Seoul Central District Court.
- (5) This Contract becomes effective with the signatures placed or seals affixed by the Company and the Worker.

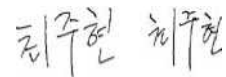
For Viewing Only

Jan. 1, 2021

The Company
Nexon Korea Corporation
CEO: Jeong Heon Lee

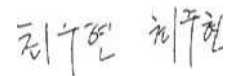
The Worker
Date of Birth: Jan. 19, 1984
Name : Ju Hyun Choi

[Round seal affixed: CEO, Nexon Korea corporation]



I confirm that I have received this written document. (seal)

Plaintiff's Exhibit 20-2



["Ju Hyun Choi" is handwritten 4 times above]

CERTIFICATION OF TRANSLATION
and
DECLARATION

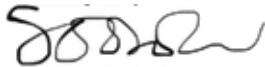
State of California)
) S. S.
Los Angeles County)

I, Soomi Ko, the undersigned, declare that I am a duly certified Korean Court Interpreter approved by the United States District Courts, certified by the State of California and the Los Angeles County Superior Courts, with competent knowledge of Korean and English, and that I have truthfully and correctly translated the document listed below re: Nexon Korea Corporation v. Ironmace Co., Ltd., et al., Case No. 2:23-cv-00576-MLP (W.D. Wash.) from Korean to English and that the said translation is, to the best of my knowledge and belief, a true and correct translation. I further declare that I am neither counsel for, related to, nor employed by any of the parties, and that I have no financial or other interest in the outcome of any action related to this translation. I declare that the foregoing is true and correct.

Description of Translated Documents

Annual Salary Contract

Executed on June 14, 2023



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www.komartin.com

Ko & Martin Certified Interpreters and Translators
Specializing in Korean and Chinese Languages

EXHIBIT 5

Confirmation of Rights Regarding Work-Related Intellectual Property

Nexon Korea Corporation (hereinafter referred to as "Party A") and Ju Hyun Choi (hereinafter referred to as "Party B") enter into the following agreement in connection with the affirmation of the rights of business-related intellectual property.

AS FOLLOWS:

Section 1 (Purpose)

In relation to the creation of intellectual property, such as works of authorship, developments, demonstrations, inventions, and the like, that occur during the course of Party B's employment with Party A, the purpose of this Agreement is to clarify the relationship between the rights of Party A and Party B in this regard.

Section 2 (Definition of Terms)

1. "Job Invention" means an invention made by an employee of the Party A while working as an employee of the Party A in a field related to his/her work, and in connection with his/her work Inventions.
2. "Work Product" means the result of any song lyrics writing, song composing, song arranging, performing, writing, editing, designing, or any other creative activity that occurs while Party B is an employee of Party A and in the course of Party B's conducting work as an employee.

Section 3 (Automatic Succession of Inventions, etc., and Confirmation of Rights to Works)

1. In the event of a Job Invention, etc., performed by Party B after joining the company, the right to be registered as an intellectual property right in Korea or abroad for such Job Invention shall be deemed to be automatically transferred to Party A at the same time as the invention, etc., is made.
2. However, if Party B has jointly invented an invention with a third party, the right to be registered as an intellectual property right in Korea or abroad for the Job Invention that Party B has shall be deemed to be automatically succeeded to Party A at the same time as the invention, etc., is made.
3. The parties affirm that intellectual property rights (including the right to create secondary works, the right to create editorial works, and the right of work contiguity) in the Work Product created by Party B in the course of performing his/her duties after joining the Company shall natively occur and belong to Party A in accordance with Article 9 of the current Copyright Act.

Section 4 (Rights and Obligations)

1. If Party A inherits the rights in the preceding Section 1 from the Party A, it may provide a predetermined compensation to Party B as stipulated in the bylaws of the Company.
2. After this Agreement is concluded, if an invention, etc., is made in the course of duty and then a reason such as a change of employment, etc., occurs to Party B, Party B may not use or recreate, outside of the Company, i.e., Party A, the same or similar content as the invention, etc., inherited by Party A.
3. Party B shall notify Party A, in writing, of all inventions made by Party B during the continuation of the employment relationship, and Party A shall be obligated to confirm it without delay.
4. After the execution of this Agreement, Party B shall not be entitled to assert any other rights in the subject Job Invention.

Section 5 (Miscellaneous)

1. Any matters not set forth in this Agreement and any disagreement between the Parties as to the interpretation of this Agreement shall be resolved in accordance with general customary commercial practice.
2. In the event of a dispute relating to this Agreement that cannot be resolved through consultation between the parties, the Seoul Central District Court shall have exclusive jurisdiction of competence for the first instance.
3. The Parties shall comply with this Agreement in good faith and in accordance with the principles of good faith, and this Agreement shall be kept by the human resources team of Party A.

April 13, 2018

Party A
 Nexon Korea Corporation
 7, Pangyo-ro 256beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do
 CEO Jeong Heon Lee (Seal)
 [Round seal affixed: CEO, Nexon Korea Corporation]

Party B
 Date of birth: Jan. 19, 1984
 Name: Ju Hyun Choi (Seal)
 [signed] /s/ Ju Hyun Choi

Plaintiff's Exhibit 47-2

CERTIFICATION OF TRANSLATION
and
DECLARATION

State of California)
) S. S.
Los Angeles County)

I, Soomi Ko, the undersigned, declare that I am a duly certified Korean Court Interpreter approved by the United States District Courts, certified by the State of California and the Los Angeles County Superior Courts, with competent knowledge of Korean and English, and that I have truthfully and correctly translated the document listed below re: Nexon Korea Corporation v. Ironmace Co., Ltd., et al., Case No. 2:23-cv-00576-MLP (W.D. Wash.) from Korean to English and that the said translation is, to the best of my knowledge and belief, a true and correct translation. I further declare that I am neither counsel for, related to, nor employed by any of the parties, and that I have no financial or other interest in the outcome of any action related to this translation. I declare that the foregoing is true and correct.

Description of Translated Documents

Confirmation of Rights Regarding Work-Related Intellectual Property
between Nexon Korea Corporation and Ju Hyun Choi dated April 13, 2018

Executed on June 14, 2023



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www.komartin.com

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EXHIBIT 6

Confirmation of Rights Regarding Work-Related Intellectual Property

Nexon Korea Corporation (hereinafter referred to as "Party A") and Seungha Park (hereinafter referred to as "Party B") enter into the following agreement in connection with the affirmation of the rights of business-related intellectual property.

AS FOLLOWS:

Section 1 (Purpose)

In relation to the creation of intellectual property, such as works of authorship, developments, demonstrations, inventions, and the like, that occur during the course of Party B's employment with Party A, the purpose of this Agreement is to clarify the relationship between the rights of Party A and Party B in this regard.

Section 2 (Definitions of Terms)

1. "Job Invention" means an invention made by an employee of the Party A while working as an employee of the Party A in a field related to his/her work, and in connection with his/her work Inventions.
2. "Work Product" means the result of any song lyrics writing, song composing, song arranging, performing, writing, editing, designing, or any other creative activity that occurs while Party B is an employee of Party A and in the course of Party B's conducting work as an employee.

Section 3 (Automatic Succession to Inventions and Confirmation of Rights in Work Product)

1. In the event of a Job Invention, etc., performed by Party B after joining the company, the right to be registered as an intellectual property right in Korea or abroad for such Job Invention shall be deemed to be automatically transferred to Party A at the same time as the invention, etc., is made.
2. However, if Party B has jointly invented an invention with a third party, the right to be registered as an intellectual property right in Korea or abroad for the Job Invention that Party B has shall be deemed to be automatically succeeded to Party A at the same time as the invention, etc., is made.
3. The parties affirm that intellectual property rights (including the right to create secondary works, the right to create editorial works, and the right of work contiguity) in the Work Product created by Party B in the course of performing his/her duties after joining the Company shall natively occur and belong to Party A in accordance with Article 9 of the current Copyright Act.

Section 4 (Rights and Obligations)

1. If Party A inherits the rights in the preceding Section 1 from the Party A, it may provide a predetermined compensation to Party B as stipulated in the bylaws of the Company.
2. After this Agreement is executed, if an invention, etc., is made in the course of duty and then a reason such as a change of employment, etc., occurs to Party B, Party B may not use or recreate, outside of the Company, i.e., Party A, the same or similar content as the invention, etc., inherited by Party A.
3. Party B shall notify Party A, in writing, of all inventions made by Party B during the continuation of the employment relationship, and Party A shall be obligated to confirm it without delay.
4. After the execution of this Agreement, Party B shall not be entitled to assert any other rights in the subject Job Invention.

Section 5 (Miscellaneous)

1. Any matters not set forth in this Agreement and any disagreement between the Parties as to the interpretation of this Agreement shall be resolved in accordance with general customary commercial practice.
2. In the event of a dispute relating to this Agreement that cannot be resolved through consultation between the parties, the Seoul Central District Court shall have exclusive jurisdiction of competence for the first instance by agreement.
3. The Parties shall comply with this Agreement in good faith and in accordance with the principles of good faith, and this Agreement shall be kept by the human resources team of Party A.

April 13, 2018

Party A
Nexon Korea Corporation
7, Pangyo-ro 256beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do
CEO Jeong Heon Lee (Seal)
[Round seal affixed: CEO, Nexon Korea Corporation]

Party B
Date of birth: Nov. 1, 1978
Name: Seungha Park

(Seal)



Plaintiff's Exhibit 47-1

CERTIFICATION OF TRANSLATION
and
DECLARATION

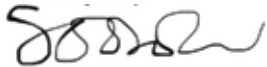
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) S. S.
Los Angeles County)

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Description of Translated Documents

Confirmation of Rights Regarding Work-Related Intellectual Property
between Nexon Korea Corporation and Seungha Park dated April 13, 2018

Executed on June 14, 2023



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California State Certified Court Interpreter
#300732
(213) 999-7848(Cell)
soomi@komartin.com
www.komartin.com

Ko & Martin Certified Interpreters and Translators
Specializing in Korean and Chinese Languages

CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury under the laws of the United States of America that on this date, the foregoing document was filed electronically with the Court and thus served simultaneously upon all counsel of record.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on June 22, 2023.



Rondi A. Greer

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