SUB-CONTRACT AGREEMENT

Between

Hyundai Syscomm Corp.

And

Electronic Control Security, Inc

Dated as of: December 22, 2006

THIS AGREEMENT is dated as of December 22, 2006.

PARTIES

(1) Hyundai Syscomm Corp. a California corporation with a place of business at

8805 Pagoda Way, San Diego CA 92126 ("Contractor").

(2) Electronic Control Security, Inc., a New Jersey corporation with a place

of business at 790 Bloomfield Avenue, Bldg C1, Clifton NJ 07012 ("ECSI").

BACKGROUND

A. Contractor and its Affiliates, amongst other things, design, manufacture,

supply, market, sell, install and maintain wireless networks and

components and security systems throughout the world ("Contractor's

Primary Business").

B. ECSI and its Affiliates, amongst other things, supply, market, sell,

install and maintain surveillance and security systems ("ECSI's Primary

Business").

C. Contractor and its Affiliates, on the one hand, and ECSI and its

Affiliates, on the other hand, believe that:

(i) ECSI and its Affiliates have the knowledge and capability to

integrate ECSI's Primary Business with Contractor's Primary Business

by retrofitting surveillance and security systems into established

wireless networks and by integrating such systems into pending and

future wireless infrastructure projects around the world that

Contractor and its Affiliates procure;

(ii) the integration of ECSI's Primary Business into Contractor's present

and future projects in Contractor's Primary Business will enhance

Contractor's ability to maximize its profits and make its offerings

to present and potential clients more attractive; and

(iii) ECSI's relationship with Contractor and its Affiliates will enable

ECSI to greatly expand its worldwide exposure, revenues and

enterprise value.

D. Contractor represents that it will have the right to hire ECSI on each

project on which it requests ECSI's involvement.

E. ECSI represents that it will have the right to work for Contractor on each

project on which it agrees to participate with Contractor.

F. Contractor desires to participate in ECSI's growth in market value as a

result of the benefits ECSI will receive under this Agreement, and ECSI is

willing to encourage Contractor to maximize its collaboration with ECSI by

making available to Contractor its shares of Common Stock that will have

the potential to appreciate in value as ECSI's revenues from collaborating

with Contractor increase.

NOW THEREFORE, in consideration of the promises and the mutual covenants set

forth herein, the Parties agree as follows:

1. DEFINITIONS

Capitalized terms used in the Agreement, unless defined in the text of the

Agreement, shall have the meanings specified in this Section 1.

1.1. Affiliate means any company, which is under common control with,

controls, or is controlled by, either one of the Parties to the

Agreement.

1.2. Agreement means this document, Annexes and all amendments and

changes signed by the Parties.

1.2. Attachment means a document agreed between the Parties and attached

to this Agreement forming an integral part hereto.

1.4. Common Stock means the common stock, par value $.001 per share, of

ECSI.

1.5. Cost of Goods Sold means the sum of the direct cost of good sold

plus such other related manufacturing costs as may be mutually

agreed by the Parties.

1.6. Escrow Shares means the four million eight hundred thousand

(4,800,000) shares of Common Stock being sold to the Contractor

pursuant to the Stock Purchase Agreement.

1.7. Gross Profit means the excess of the gross revenues received by ECSI

in connection with this Agreement over the Cost of Goods Sold in

connection with such gross revenues.

1.8. Registration means the registration under the Securities Act of 1933

of the resale of all shares of Common Shares owned by Contractor.

1.9. Registration Rights Agreement means the Registration Rights

Agreement dated the date hereof between Contractor and ECSI.

1.10. Section 2.2 Update means a quarterly update provided by Contractor

pursuant to Section 2.2.

1.11. Stock Purchase Agreement means the Stock Purchase Agreement dated as

of the date hereof between Contractor and ECSI.

1.12. Term means the term of this Agreement as determined pursuant to

Section 4.

1.13. Warrant means the warrant dated the date hereof issued and delivered

by ECSI to Contractor pursuant to the Stock Purchase Agreement. The

Warrant shall become exercisable as Contractor is credited with a

share of ECSI's Gross Profit under this Agreement.

1.14. Warrant Shares means the shares of Common Stock that may be issued

by ECSI to Contractor upon the exercise of the Warrant.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor's responsibilities during the Term shall include the following:

2.1. Contractor will provide ECSI with sub-contract payments during the

Term against deliverables to be mutually agreed between the Parties

as quickly as possible after the execution and delivery of this

Agreement. Unless otherwise specified in the relevant purchase order

entered into by ECSI and Contractor prior to a project, all

sub-contract payments to ECSI by Contractor shall be subject to

Contractor's prior receipt of contract revenues from the contract

counterparty with respect to the work performed or products supplied

by ECSI. ECSI acknowledges that contract payments to Contractor with

respect to work required to have been performed or products required

to have been supplied by ECSI ("ECSI Deliverables") may be reduced

or delayed by a Contractor counterparty due to the quality or

timeliness of the ECSI Deliverables. ECSI agrees to take all

comer-cially reasonable actions to correct the reason for such

reduction or delay, and Contractor agrees to take all commercially

reasonable actions to encourage Contractor counterparties to accept

and pay for all corrected ECSI Deliverables.

2.2. On or prior to the last day of each calendar quarter during the

Term, Contractor shall deliver to ECSI a Section 2.2 Update that

sets forth a minimum in contract revenues based on US GAAP during

the subsequent 12-month period. By way of illustration of the

foregoing, on or prior to December 31, 2006, Contractor shall

provide ECSI with a Section 2.2 Update that sets forth the minimum

Dollar amount of sub-contract US GAAP revenues to be provided to

ECSI during the 12-month period ending December 31, 2007, and on or

prior to March 31, 2007, Contractor shall deliver to ECSI a Section

2.2 Update that sets forth the minimum Dollar of sub-contract US

GAAP revenues to be provided to ECSI during the 12-month period

ending March 31, 2008. The aggregate amount of minimum revenue to be

guaranteed pursuant to the Section 2.2 Updates delivered with

respect to calendar quarters up to an including June 30, 2008 is

subject to the aggregate gross revenue guarantee set forth in

Section 2.4 hereof.

2.3. Contractor will provide ECSI with the opportunity to participate

with Contractor in contracts Contractor and its Affiliates now have

or hereafter seek to obtain during the Term ("Contracts"), where

ECSI's participation would enhance the value of the Contract to

Contractor by adding a surveillance and security component to the

scope of work of such Contract.

2.4. Contractor hereby agrees to provide under this Agreement to ECSI on

or prior to June 30, 2008 at least twenty five million dollars

($25,000,000) of gross revenues from security worthy assets on terms

beneficial to HYUNDAI as well as ECSI, provided that ECSI performs

its obligations under this Agreement in a timely and efficient

manner. It is reasonable to assume that ECSI will have a gross

profit margin under this Agreement of at least thirty-five percent

(35%) provided that ECSI is efficient in discharging its duties

under this Agreement.

4. RESPONSIBILITIES OF ECSI

ECSI's responsibilities during the Term shall include the following:

3.1. ECSI shall continue sub-contracting work for Contractor as long as

Contractor procures the approvals deemed necessary by Contractor for

ECSI's participation under all relevant contracts.

3.2. ECSI shall provide Contractor and its Affiliates on a timely basis

with all assistance needed to integrate ECSI's surveillance and

security components into Contractor's plan of work for each contract

under which ECSI is a sub-contractor.

3.3. ECSI will design a technical solution to address the surveillance

and security needs of Contractor and its Affiliates. The Parties

will mutually agree in advance upon the acceptance criteria for the

solution. Upon acceptance, ECSI will proceed with the implementation

of the solution. This will include the assembly of the necessary

hardware and software components and features, the delivery of same

to Contractor for deployment at the site of Contractor's projects,

and appropriate guarantees of performance by ECSI to assure

Contractor that ECSI will perform its responsibilities according to

contract specifications and on a timely basis.

3.4. ECSI shall maintain the confidentiality of the counterparty to each

Contract but may make known that Contractor is the counterparty to

this Agreement.

3.5. ECSI shall permit Contractor to become and remain a fifty percent

(50%) holder of ECSI Common Stock by compensating Contractor for

Gross Profit recognized by ECSI from this Agreement on a basis

designed to share the benefit between ECSI and Contractor. ECSI

shall be credited with seventy percent (70%) of Gross Profit and

Contractor shall be credited with will thirty percent (30%) of Gross

Profit. Contractor may at its election take its thirty percent (30%)

of Gross Profit in the form of cash or in the form of Warrant Shares

becoming exercisable under the Warrant, with each Warrant Share

becoming exercisable with fifty eight cents ($.58) Gross Profit

credited to Contractor until the average price of Escrow Shares and

the Warrant Shares then exercisable or exercised becomes forty cents

($.40) per share. By way of example, if revenues provided to ECSI by

Contractor and or one or more Contractor Affiliates under this

Agreement produce a Gross Profit to ECSI of thirty five percent

(35%) on aggregate gross revenues of Twenty Five Million Dollars

($25,000,000) and Contractor elects to take its share of the Gross

Profit by making the Warrant exercisable with respect to Warrant

Shares, the Warrant would become exercisable with respect to four

million five hundred twenty five thousand eight hundred sixty two

(4,525,862) Warrant Shares calculated as follows: ($25,000,000 x .35

x .30)/$.58 = 4,525,862; provided, however, that the Warrant shall

be exercisable for a maximum number of Warrant Shares, that when

added to the Escrow Shares would make Contractor own fifty percent

(50%) or less of the outstanding shares of ECSI Common Stock. Any

Warrant Shares becoming exercisable but not issued because of the

fifty percent (50%) limitation set forth in the preceding proviso,

shall be promptly issuable to Contractor upon exercise of the

Warrant as ECSI's outstanding shares of Common Stock increase so

that, to the extent the Warrant is exercised by Contractor,

Contractor shall retain its fifty percent (50%) ownership interest

of ECSI Common Stock.

3.6. Once the average cost to Contractor of the Escrow Shares and all

Warrant Shares then exercisable or exercised becomes forty cents

($.40) per share, any further Warrant Shares becoming exercisable

under the Warrant shall be valued at forty cents (.40) rather than

fifty eight cent ($.58) per share.

4. TERM OF AGREEMENT

This Agreement shall be valid for a period of three (3) years from its date (the

"Period"). The Period shall be renewed for additional one-year periods unless

the Agreement is terminated by either Party pursuant to Section 25. Even if the

Period isn't renewed, the responsibilities of the Parties, which started during

the Period and which stays to a duration after the end of the Period, shall

continue in accordance with the Agreement.

5. CONSULTATION

5.1. The Parties shall have periodic review meetings, where their

authorized representatives shall consult with each other with

respect to existing and prospective projects on which ECSI is

sub-contracting or may be expected to sub-contract to Contractor.

5.2. The Parties shall exchange information on design changes or

improvements to their respective products and services, new

products, market, demographic and similar matters as mutually

agreed. All such information shall be subject to the terms and

conditions of the Mutual Confidentiality, Non-Circumvention and

Invention Transfer Agreement between the Parties, dated November 28,

2006.

6. THE COMMON STOCK

ECSI represents and warrants that its Board of Directors has ratified the

execution and delivery of this Agreement, the Warrant and the issuance of the

Warrant Shares pursuant to the Warrant.

7. PRODUCT WARRANTY

7.1. ECSI warrants to Contractor that, as of the date title to products

supplied by ECSI passes to Contractor or the contract counterparty,

ECSI will have the right to sell, transfer, and assign such products

and the title conveyed by ECSI shall be good.

7.2. ECSI guarantees to Contractor that the ECSI products and product

components supplied to Contractor for each project on which ECSI

sub-contracts shall be provided without any material and

craftsmanship defects and that the products or product components

shall be in compliance in all material respect with all ECSI

Technical Specifications. In case a defect or lack of conformity is

detected during the guarantee period in a product or product

component supplied by ECSI during the normal and correct usage,

Contractor shall inform ECSI about the incident promptly and shall

follow the instructions of ECSI concerning the return of the

defective of non-conforming product or product component. ECSI shall

decide whether to repair or change the product or product component

returned to ECSI, without requesting any material or craftsmanship

expenses. In case technical operational defects due to manufacturing

defects are detected, the changed product or product components

shall be changed by ECSI with new products or product components.

The guarantee periods for the products and product components

provided by ECSI shall be defined on a product by product basis at

time of P.O. and shall become effective immediately following the

assembly of the products and product components by Contractor.

Expenses caused by the defects of the products shall be met by ECSI.

7.3. Warranty replacement product components are warranted to be in good

working order for the unexpired warranty period. The costs of

transportation, risk of loss and customs duties related to the

shipment of product and/or product components for repair or

replacement from Contractor to ECSI shall be for the account of

Contractor. The costs of transportation, risk of loss and customs

duties related to the shipment of repaired or replacement products

and/or product parts from ECSI to Contractor are for the account of

ECSI.

7.4. The foregoing warranty does not extend to products or product

components that have (a) been subjected to misuse, neglect, power

failures or surges, lightning, fire, flood, pest damage or accident,

(b) been repaired or altered contrary to ECSI's instructions, (c)

been improperly handled, installed, stored, or maintained, (d) been

used contrary to ECSI instructions.

8. SOFTWARE WARRANTY

8.1. ECSI guarantees Contractor that, for the warranty period set forth

below, all software supplied by ECSI to Contractor and installed in

accordance with ECSI's instructions will perform substantially as

described in the technical specifications for such software. During

the warranty period, in case a failure to perform as set forth

above, after the instructions of ECSI are followed and the defective

software is returned to ECSI, ECSI shall fix or change the

aforementioned software without any additional charges. ECSI shall

do its best to fix or change the software.

8.2. The warranty period for software provided by ECSI will be 12 months

from the date of installation of the software by Contractor.

8.3. When it discovers a defect subject to this warranty, Contractor

shall contact ECSI and based on the nature of the request,

Contractor will be advised as to the estimated time for trouble

clearance or provided with the information requested. ECSI will be

responsible for resolution of all troubles reported.

ECSI makes no warranty as to the following: defects other than those

which result in performance not in conformance with ECSI's

specifications and which have a significant impact on the user of a

product; defects related to Contractor's or its End Users' misuse,

neglect, accident or abuse; defects related to Contractor's or its

End Users' alteration of software.

9. WARRANTY DISCLAIMER

THE WARRANTIES FOR PRODUCTS AND SOFTWARE SET FORTH IN SECTIONS 7 AND 8 ARE

EXCLUSIVE AND ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING

BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY SHALL BE ECSI'S OBLIGATION TO

CORRECT OR REPLACE, AS SET FORTH IN SECTIONS 7 AND 8.

10. REPAIRS NOT COVERED UNDER WARRANTY

10.1. In addition to repairs provided for in the warranty sections, ECSI

will, during the Term and for a period of 5 years thereafter,

provide repair services for such reasonable charges as may from time

to time be specified by ECSI. Products to be repaired under this

Section must be returned by Contractor to a location designated by

ECSI. The repaired product or product component will be shipped to

Contractor.

10.2. It is understood that, to facilitate the process of product or

product components returned to ECSI for non-warranty repair, new

factory reconditioned, refurbished, remanufactured, or functionally

equivalent replacement product component may be shipped. Replacement

and repaired product or product components shall be warranted for a

period of three (3) months from the date of installation.

10.3. All transportation costs, custom duties, risk of loss and damage to

product or product components returned for repair under this section

will be borne by Contractor, and all transportation costs, custom

duties, and in-transit risk of loss and damage to such repaired or

replacement product or product components returned to Contractor

will be borne by Contractor.

11. TRAINING

ECSI shall provide training for the assembly, maintenance and usage of the test

equipment, and shall charge its most favored prices to Contractor, in case

another agreement concerning the topic isn't agreed upon by the Parties. The

Parties shall jointly decide on the location of these aforementioned trainings.

In case another agreement isn't agreed upon by the Parties, the provided

trainings and all the printed literature shall be English. The initial product

trainings shall be provided by ECSI as part of the initial system offering.

12. PRICE

ECSI shall provide such bid information as Contractor reasonably requires in

order for Contractor to bid on contracts in which ECSI acts as a sub-contractor.

13. INVOICING AND PAYMENTS

13.1. Unless otherwise agreed, the provisions in this Section shall apply

to invoicing and payments.

13.2. Contractor shall effect all payments due to ECSI net in US Dollars

(USD) to the ECSI bank account indicated in the applicable invoice.

All price information on invoices and related documents shall be in

US Dollars.

13.3. The whole of the order price (100%) shall be paid by Contractor,

without any interest, within ten (10) days of Contractor's receipt

of contract payments for items supplied by ECSI.

13.4. Letter of Credit - To be determined and mutually agreed.

14. DELIVERY AND TITLE

14.1. All deliveries by ECSI to Contractor shall be made to Contractor FOB

ECSI factory.

14.2. Title and risk of loss to the products (except as provided in

Section 17 with regard to Firmware) shall pass to Contractor on

shipment, without thereby in any way waiving ECSI's right to any

payment not yet received at that time.

15. IMPORTATION EXPENSES AND TAXES

Contractor shall be responsible for payment for all taxes, customs duties and

other governmental charges, however designated, associated with importation of

the products into the country where the contract is to be performed. Contractor

shall reimburse ECSI for any such taxes, duties and charges that ECSI advances

or pays.

16. NOTICES

All notices, which shall or should be made in compliance with this hereby

Agreement, shall be made in written form and to the addresses set forth herein,

or to the addresses notified to the other Party in written form afterwards; and

when these notices are received then they shall be accepted as made. Notices

made with faxes or e-mails shall only be accepted, in case the sending may be

proved.

17. FIRMWARE

No title or other ownership rights in Firmware or any copy thereof shall pass to

Contractor under this Agreement. Contractor agrees that it shall not alter any

notices on, prepare derivative works based on, or reproduce, disassemble or

decompile any Software embodied in Firmware recorded in the products.

18. INTENTIONALLY OMITTED

19. INTENTIONALLY OMITTED

20. TRADEMARKS AND MARKINGS

ECSI hereby consents and grants Contractor permission to utilize certain ECSI

designated trademarks, insignia and symbols ("Marks") solely in connection with

Contractor'S advertising and promotion of the contracts on which ECSI is a

sub-contractor. Contractor's rights under this Section 20 shall be subject to

Contractor's agreement to comply with any reasonable written instructions

provided by ECSI from time to time with respect to usage of the Marks.

21. MUTUAL LIMITATION OF LIABILITY

21.1. No action or proceeding against a Party or its Affiliates under this

Agreement may be commenced more than twelve (12) months after the

cause of action accrues.

21.2. This Article shall apply and remain operative notwithstanding the

failure of an exclusive remedy.

22. INDEMNITY

22.1. General Litigation: - Either Party (for the purpose of this

paragraph, an "Indemnifying Party") will defend and indemnify the

other Party (an "Indemnified Party") for any settlement or final

judgment that arises out of a claim or suit by third parties to the

extent that such claim or suit is based on an action for negligent

acts or omissions of the Indemnifying Party. An Indemnifying Party's

obligation to indemnify will be reduced to the extent that the

settlement or judgment is attributable to the actions of the

Indemnified Party. The Indemnified Party will give the Indemnifying

Party prompt notification of any claim or suit and will co-operate

in the defence or settlement thereof. The Indemnifying Party will be

responsible for all attorney's fees and costs incurred in defending

or settling any claim or suit. In no event will the liability of an

Indemnifying Party under this Article (inclusive of legal fees)

exceed the Gross Profits credited to such Indemnifying Party

pursuant to Section 3.5 of this Agreement.

22.2. Patent, Trademark and Copyright Litigation: - ECSI shall, subject to

the conditions and exceptions stated in this paragraph, defend or

settle all suits against Contractor or any of Contractor's

contractual counter parties alleging that any product or product

component including Firmware provided by ECSI (for the purpose of

this paragraph the term "Product" shall be read to mean product and

product component, including Firmware) furnished hereunder infringes

any U.S. patent, U.S. trademark or U.S. copyright, by reason of its

use, in accordance with ECSI's specifications, and shall pay all

damages and costs which by final judgement of a court of competent

jurisdiction may be assessed against or on account of such

infringement; provided that ECSI (i) shall have had prompt written

notice from Contractor of the claim of such infringement and full

opportunity and authority to assume the sole defence of and to

settle such claims or suits, and (ii) shall have been furnished,

upon ECSI's request, by Contractor with all information and

assistance available to Contractor for such defence or settlement.

If the use of the product shall be or is likely to be enjoined, ECSI

at its sole discretion will either (a) procure for Contractor a

license or other right to continue use and sale of the product; or

(b) replace the enjoined product with a suitable substitute free of

any infringement; or (c) modify them so they become non-infringing.

Contractor agrees to indemnify and save harmless ECSI and its

suppliers and Affiliates from all costs, expenses, liabilities and

claims for (a) infringement of any intellectual property rights

arising from adherence to instructions, specifications or drawings

which ECSI is directed by Contractor to follow; or (b) infringement

of any intellectual property rights related to Contractor's use of

the product in combination with any item or items not furnished by

ECSI.

23. TERMINATION OF AGREEMENT

This Agreement may be terminated by either Party, in its sole discretion, upon

sixty (60) days' prior written notice if the other Party has materially breached

this Agreement and such breach (provided it is capable of remedy) remains

uncured for a period of thirty (30) days following receipt of notice of such

failure, default or breach; or if any material written representation made by

the other Party shall not be true and correct as of the relevant publication

date.

24. FORCE MAJEURE

Neither Party shall be held responsible for any delay or failure in performance

of any part of the Agreement to the extent such delay or failure is caused by:

fire; flood; explosion; war or the engagement of hostilities; strike; embargo;

labor dispute; government requirement; acts or failure to act of civil or

military authority; acts of God or the public enemy; inability to secure

materials or transportation facilities; acts or omissions of carriers or

suppliers; or any other causes beyond its control, whether or not similar to the

foregoing (hereafter, a "Force Majeure Condition").

25. CHOICE OF LAW AND SETTLEMENT OF DISPUTES

25.1. This Agreement shall be administered and interpreted in accordance

with California laws other than laws which would make the laws of

another jurisdiction applicable.

25.2. All conflicts arising about or in connection with this hereby

Agreement shall be settled by 3 arbiters in accordance with the

commercial rules and regulations of the American Arbitration

Association International Chamber of Commerce. The arbitration shall

be conducted in San Francisco, California and the arbitration

language shall be English.

26. ASSIGNMENT

This Agreement shall not be assigned by either Party in whole or in part,

without the prior written consent of the other Party, (such consent not to be

unreasonably withheld). Any such "assignment" shall include, without limitation,

a merger, sale, or transfer of control, by operation of law or otherwise.

27. SUBCONTRACTING

Each Party may subcontract any or all of the work to be performed by them under

the terms and conditions of the Agreement, but ECSI and Contractor shall retain

the responsibility for the work subcontracted.

28. EXPORT CONTROL REGULATIONS

28.1. ECSI and its Affiliates shall: (i) procure the necessary exportation

licenses from the United States Chamber of Commerce or from the

country of origin; and (ii) shall export the products and product

components.

28.2. Contractor shall be responsible for importing the products and

product components into each country where a contract is to be

performed and where ECSI is a sub-contractor.

28.3. Contractor agrees to provide to ECSI, upon its request, all

necessary assistance to facilitate the procurement of such required

export licenses.

28.4. In case Contractor has signed an agreement with its customer, and

has placed an order to ECSI, then ECSI is responsible for providing

the mentioned products on time, and in case a delay occurs or ECSI

isn't able to obtain the necessary exportation licenses, then ECSI

shall be held responsible and Contractor shall have the right to

demand a compensation.

28.5. Contractor acknowledges that the commodities transmitted or sold

under the Agreement may in fact be subject to export and re-export

restrictions under the United States Department of Commerce Export

Control Regulations (the "Regulations") and may require the specific

written permission of the United States Department of Commerce to

export or re-export the commodities outside the country of

destination of such commodities listed in ECSI's bill of lading (the

"Destination Country"). Contractor further acknowledges that any

product manufactured by Contractor or its agents incorporating any

item(s) furnished hereunder may also require the specific written

permission of the United States Department of Commerce for export

for the Destination Country, as described in Part 776.12 of the

Regulations.

28.6. Contractor hereby assures ECSI that it does not intend to and will

not knowingly, without the prior written consent, if required, of

the Office of Export Administration of the United States Department

of Commerce, Washington, D.C. 20230, transmit directly or

indirectly, sell, transfer, or, convey (i) any of the technical

information (including technology and information included in the

product components) or software furnished by ECSI; or (ii) any

immediate product (including materials, processed and services)

produced directly by the use of any such technical information to

(1) Afghanistan, the People's Republic of China, Iraq or any Group

Q, S, W, Y or Z country as specified in Supplement No. 1 to Part 770

of the Regulations; or (2) any citizen or resident of the

aforementioned countries; or (3) any individual, person or entity

appearing on the Table of Denial orders as published in Supplements

Nos. 1 and 2 to Part 788 of the Regulations. Current copies of such

lists and tables will be provided by ECSI to Contractor upon

request.

28.7. Contractor agrees to inform ECSI promptly in writing of any such

written consent issued by the United States Office of Export

Administration.

28.8. Contractor agrees that it will not, without the prior written

consent of ECSI and the prior written authorization of the United

States Department of Commerce, export directly or indirectly, any

information or product components including any associated Firmware

covered by the Agreement to any country outside of the country in

which the contract on which ECSI supplied such information or

product components is to be performed.

28.9. Contractor acknowledges that its obligations under this Article

shall survive the termination of the Agreement.

29. U.S. FOREIGN CORRUPT PRACTICES ACT

Contractor acknowledges that it is familiar with and fully understands the

provisions of the U.S. Foreign Corrupt Practices Act of 1977 and its subsequent

amendment of 1988 ("the Act"), and that with respect to the Act neither

Contractor nor any officer, director, employee or agent of Contractor shall do

or be instructed to do any of the following: (a) pay or give anything of value,

either directly or indirectly, to an official of any government or any political

party for the purpose of influencing an act or decision in his official

capacity, or inducing him to use his influence with the government in order to

assist Contractor in obtaining or retaining business for or with, or directing

business to, any person, or for any other purpose whatsoever; or (b) take any

act or use any compensation received for any purpose which would constitute a

violation of any law of the U.S. or any political subdivision within the

Territory, including the Act.

30. WAIVER

No failure to exercise and no delay or partial exercise of a right or power

conferred upon a Party under the terms of the Agreement shall operate as a

waiver of such right or power.

31. SURVIVAL OF OBLIGATIONS

The obligations of the Parties under Sections 6-10, 13-17, 21, 22 and 25-34 of

this Agreement shall survive any termination of this Agreement.

32. SEVERABILITY

If any section, paragraph or Article in the Agreement shall be held to be

invalid or unenforceable, then the meaning of such section, paragraph or Article

(the "Element") shall be construed so as to render it enforceable, to the extent

feasible; and if no feasible interpretation would save such section, paragraph

or Article, it shall be severed from the Agreement and the remainder of the

Agreement shall remain in full force and effect. However, in the event any

Element is considered an essential commercial or legal element of the Agreement

by either ECSI or Contractor, the Parties shall promptly negotiate and implement

a replacement therefor.

33. GOVERNING LANGUAGE

This Agreement has been made and executed in the English language. In case of

conflict between the Agreement and any translation thereof from English, this

English counterpart of this Agreement shall control.

34. ENTIRE AGREEMENT

The terms and conditions contained in the Agreement supersede all prior oral or

written understandings between the Parties with respect to the subject matter

hereof, shall constitute the entire agreement between them concerning the

subject matter of the Agreement and shall not be contradicted, explained or

supplemented by any course of dealing or course of performance between ECSI or

any of its Affiliates and Contractor. There are no understandings or

representations, expressed or implied, not expressly set forth in this

Agreement. This Agreement shall not be modified or amended except by a written

document signed by the Parties hereto; provided, however, that Contractor shall

be able to unilaterally supplement Section 2.1 by the delivery of Section 2.1

Updates pursuant to Section 2.2.

IN WITNESS WHEREOF the Parties have caused the Agreement to be signed by their

duly authorized representatives effective as of the date written above.

HYUNDAI SYSCOMM CORP.

By:/s/Samuel Lee

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Name: Samuel Lee

Title: Chairman of the Board

ELECTRONIC CONTROL SECURITY, INC.

By:/s/Arthur Barchenko

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Name: Arthur Barchenko

Title: Chief Executive Officer