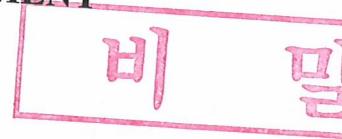


COMMERCIAL REPRESENTATIVE AGREEMENT
Between CVC, Inc. and IPS, Ltd.
September 15, 1999



This agreement dated as of this 15th day of September, 1999 is made between CVC, Inc., organized and existing under the laws of the State of New York, with its principal place of business at 525 Lee Road, Rochester, New York 14606, (hereafter referred to as CVC or MANUFACTURER), and IPS, Ltd., a Korean Corporation organized and existing under the laws of Korea, (hereafter called or referred to as REPRESENTATIVE).

CVC supplies or manufactures certain goods, components, and services which will be referred to as Products. The Representative will act as a Sales Representative of CVC for the area and scope of activity set out in this agreement and referred to as Territory.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. APPOINTMENT OF REPRESENTATIVE

- a. CVC appoints the Representative, and the Representative agrees to act for CVC as a Sales & Service Representative for the Territory defined in this agreement.
- b. The relationship of the Representative to CVC is that of an independent contractor and not of an agent or employee.

2. STATEMENT OF RELATIONSHIP

- a. This is a general agreement and while it is made and set out with a view to the provisions and requirements of USA/New York law, it is understood that if any part of it is contrary to the laws of any nation, such parts will be deemed not to be part of this agreement, and in that nation the remainder however will rest in full force and effect.
- b. No verbal understanding shall bind either party (unless it is also incorporated in this agreement in writing) and amendments shall only be in writing and signed by both parties.
- c. No failure by either party to enforce any provision of this agreement shall be construed as a waiver of such provision or of the right of one party to enforce such provisions on the other.

3. DURATION OF AGREEMENT

- a. This agreement shall remain in effect unless and until it is terminated or amended in the manner required in this agreement.
- b. This agreement may be terminated without show of cause by either party, giving written notice of termination not less than 90 days before the date of effect of termination.

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- c. This Agreement shall terminate immediately by its own force without notice in the event of nationalization or admitted insolvency of Representative; or if Representative shall be dissolved or shall be adjudicated bankrupt or insolvent, or if the competent government authorities in the Territory shall withdraw permission from Representative to conduct the activities contemplated herein or if Representative shall file a voluntary petition under any bankruptcy, insolvency or other similar law providing for the reorganization, dissolution, liquidation or winding up of Representative. Representative shall immediately advise CVC in writing of the occurrence of any event specified in this or the next preceding paragraph.

The expiration, non-renewal or termination of this Agreement by either party for any reason shall not give rise to any liability on the part of the terminating party for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases, property improvements or commitments in connection therewith, or otherwise; and such expiration, non-renewal or termination shall not affect the liability of one party to the other on account of such business previously consummated hereunder, and final settlement thereof shall be the same basis as if this Agreement were continuing.

4. NON-ASSIGNMENT OF AGREEMENT

The Representative shall not transfer, pledge or assign this Agreement or any part of it to any rights under it without first obtaining the written consent of CVC.

5. TERRITORY AND SCOPE OF OPERATION

- a. CVC grants to the Representative the right to sell to any purchaser in the Territory described below.

The Country of Korea

- b. Excluded from this Agreement is to be all business outside the stated Territory and the right to sell CVC's products to the following purchasers in the Territory:

- HYGE Products: Automotive Test Equipment
- All Fluids and Gauges

- c. CVC shall have the right to notify the Representative in writing, that the Representative shall cease to sell any particular product if agreed sales quotas for that product are not met.

- d. CVC will be under no obligation to the Representative to manufacture, sell, supply, or continue to manufacture, sell or supply any CVC products listed in paragraph 6(a).

- e. The Representative will not accept any agency or Representative to sell, and will not permit any of its employees to sell any products of any other supplier, manufacturer or dealer which would directly or indirectly compete or conflict with CVC products, without first obtaining written consent of CVC to such action. However, nothing on this Agreement shall prohibit the Representative

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- from engaging in any other business or representing any other manufacturer, or dealer, except as provided for above.
- f. While the Representative shall have an exclusive right to sell the stated Products in the stated Territory, CVC reserves the right to appoint other Representatives to sell Products, which are not covered by this Agreement, in the Territory.

6. PRODUCTS

- a. The following categories of Products will be covered by this Agreement:
- Cluster tools
 - Other systems
 - Spares
- b. The Representative will be advised in writing, if any future product which does not fit into any of the stated categories is covered by this Agreement, and the Representative may accept or decline to sell such a product in writing.
- c. CVC shall have the right to notify the Representative in writing, that the Representative shall cease to sell any particular product if agreed sales quotas for that product are not met.

7. PRICES, PAYMENTS, TERMS & CONDITIONS

- a. CVC will sell either
- To representative at the then current export price, or at mutually agreed negotiated price, minus a discount equivalent to a commission as per the Export Commission Schedule, or
 - Directly to the purchaser within the Representative's territory at the then current export price, or at a mutually agreed negotiated price. The Representative will be credited with a commission as per the Export Commission Schedule. Commission payment will be made only upon receipt of payment to CVC from the purchaser.
 - Commission will be paid no later than the last day of the month following the month in which payment from the customer is received by CVC. The Representative shall receive its earned prorated share of earned Commissions at such time. Commission checks shall be accompanied by a statement listing invoices covered for all orders placed directly with the Company. The Representative shall assist for such collections.
 - All commissions covered by this contract shall be paid to IPS, Ltd. Korea.
- b. The Company reserves the right to establish and from time to time change, the prices of the Products, the terms and conditions of sales, including the terms of payment, and the terms of method of shipment.

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c. Price Relationship & Negotiations:

It is understood the following price relationships will exist, based on U.S. list prices being considered.

Korea Spares Price Factor of U.S. List	1.28	(128% of U.S. List)
Korea Systems Price Factor of U.S. List	1.28	(128% of U.S. List)
U.S. List Price Factor	1.00	(100% of U.S. List)

The higher export pricing is necessary for giving the typical discount practices expected in the Korean market. Final pricing to customer will be mutually agreed and acceptable to both Manufacturer and Representative.

- d. Claims. Limitations on Actions. All shipments by CVC shall be conclusively deemed to be in full compliance with the terms and conditions of sale unless Representative shall have notified CVC to the contrary within ten (10) days after receipt of the merchandise by customer or Representative, in the case of quantity.
- e. Shortages, or within thirty (30) days after receipt of the merchandise in the case of an account stated, no claim will be asserted with respect to any transaction under or contemplated by this Agreement, nor will any action be instituted by any party hereto with respect to any such claim against any other party hereto, more than one (1) year after the date such claim arose. The obligations of the parties under this paragraph shall survive termination of the Agreement. Nothing herein contained shall operate or be construed to extend the warranty period or periods provided herein or pursuant hereto.
- f. In the event the Agreement is terminated by CVC, the Representative shall be entitled to the applicable commissions on all orders accepted by CC prior to the date on which this Agreement terminates, payable for a period of three months. In any event, commissions shall not be payable until CVC receives full payment from the customer. In the event this agreement is terminated by Representative resignation, payment of all commissions accrued will terminate.
- g. Changes in the schedule of commissions payable to Representative shall be made only with proper notification of the Representative by CVC in writing.
- h. on any products not covered by this Agreement, and added hereafter the commission rate will be determined by CVC and covered by an Agreement to this Agreement.
- i. All returns and credits shall be deductible for commission purposes.
- j. **Qualified Field Service Commission:** Representative shall earn qualifying Commission pending individual certification process as determined by CVC. Payment for such earned Commission shall be prorated on an annualized quarterly basis beginning the first month following the end of

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[Signature]
one of CVC's fiscal quarters and in no event prior to customer's site acceptance of the product and CVC's receipt of 100% of payment for such product. (Refer to Attachment 3)

- k. **Qualified Installation Commission:** Representative shall earn qualifying Commission pending individual certification process as determined by CVC. Payment for such earned Commission shall be prorated on an annualized quarterly basis beginning the first of the month following the end of one of CVC's fiscal quarters and in no event prior to customer's site acceptance of the product and CVC's receipt of 100% of payment for such product. (Refer to Attachment 3)

8. ORDERS

- a. No order shall be taken by the Representative except upon condition that it is subject to acceptance by CVC.
- b. All orders accepted by CVC shall be subject to the CVC terms and conditions of sale. CVC shall have the sole authority to change or alter such terms and conditions.
- c. CVC shall have the right to refuse to accept any order for any reason whatsoever, including, but not limited to, failure of the potential customer to meet the credit requirements of CVC.
- d. In the event that the Representative refuses to accept a customers order, then CVC reserves the right to sell directly to that customer.
- e. While CVC makes no attempt to control the resale price of its products which are purchased by the Representative, CVC shall be informed upon request the sales price of its products in the territory.
- f. CVC agrees to furnish the Representative with information regarding delivery of the products.
- f. For any order not originating and shipped into the same territory, **CVC will determine and pay commission according to the following guidelines:**
1/3 to where order originates (except when purchased in USA for Korea destination).
1/3 to where engineering and technical determination is performed.
1/3 to where initial installation takes place.

All parties involved shall review exceptions and disputes, and any prevailing decisions shall be made jointly by CVC's Executive Vice President.

9. SELLING ACTIVITIES AND SUPPLIES

- a. CVC will furnish to Representative free of cost, in reasonable quantities, such catalogs, circulars, and other advertising and promotional literature and materials as may be issued and available.

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- b. Representative agrees to furnish upon request the following information to CVC from time to time as it develops:
 - Monthly forecast representing @ three (3) months rolling and 12 month outlook
 - Market size, growth and trends (quarterly)
 - Current activities of Representative
 - Competitive information and positioning
- c. The Representative agrees to actively and energetically engage in seeking new business opportunities and agrees to produce a volume of business consistent with the annual plan or forecasts provided. Changes to forecast will be formally reviewed and agreed to on a quarterly basis.
- d. The Representative agrees to:
 - Prompt handling of inquiries, correspondence and orders, forwarded by CVC.
 - Investigate customer rejections, service problems and complaints within the assigned Territory.
 - Maintenance of a sales staff with sufficient training product knowledge to sell CVC products in all appropriate markets.
 - Maintain an adequate sales office.
 - Cooperate with CVC personnel, both in and outside of the assigned territory.
- e. All inquiries received by the Representative from sources outside its territory shall on receipt be forwarded to CVC.
- f. CVC agrees to not knowingly sell products within or for delivery to the territory, other than to or through the Representative. However, it is understood that CVC cannot always control the disposition of its products after they leave its hands, and that CVC cannot be held responsible for any of its products which may reach the territory without its knowledge or consent.
- g. CVC reserves the right to cause visits to be made throughout the Territory of Representative by a duly credited representative of CVC for the purpose of inspection, consultation, and cooperation with Representative in the expansion and development of the business, to which end Representative agrees to place at the disposal of such CVC Representative full information with regard to his activities, sales, and prospects of sales of CVC products in Representative territory.

10. OBLIGATIONS OF REPRESENTATIVE

- a. This Agreement provides no authority for the Representative to bind, contract in the name of, or create any liability against CVC or its Parent Company or its subsidiary companies in any way, or for any purpose.

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- b. Representative shall hold CVC harmless from any and all liability arising as a result of the acts or omissions of any Representative employees, agents, servants and representatives, including all consequential damages.
- c. Representative shall at all times act in a manner so as to protect and/preserve for CVC all patents, trademarks, trade names, copyrights, and/or designs which CVC may have with respect to the products.
- d. Representative agrees to execute a Non-Disclosure Agreement with CVC.
- e. Representative shall abide by all applicable laws and regulations of U.S. Government including but not limited to the Export regulations of the Department of Commerce and the Treasury Department guidelines regarding international boycotts and Foreign Corrupt Practice Act of 1977, which laws and regulations shall supersede any conflicting laws and regulations of any other country in connection with the Representative under this Agreement. The Representative shall indemnify and hold harmless the Company from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the Representatives failure to abide by such laws and regulations.

11. ADJUSTMENTS OF DISPUTES

In the event the settlement of any dispute cannot be concluded by the parties, the parties shall resort to arbitration upon written request one to another. Such arbitration shall be in accordance with commercial arbitration rules then in effect of the Arbitration Institute, New York. Both parties agree to abide by any resulting decision.

12. PAYMENT TERMS

The terms of payment to CVC by the Representative are Confirmed Irrevocable Letter of Credit drawn on USA Bank of Prepayment Check.

All pages to be initialed by all parties.

CVC, Inc.

Giovanni Nocerino
Executive Vice President

IPS, Ltd.

S.K. Suh
President

IPS
CVC

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ATTACHMENT 1

Export Sales Commission Schedule

CVC shall pay Representative the commissions specified below on all orders obtained by Representative which have been sold to the customer inside the Territory assigned to Representative and shipped into such territory. Exceptions, if any, are covered elsewhere in the agreement.

Commission Schedule: The commissions are divided into three categories: sales commission, installation commission and service commission.

	System and Spares Sales Activity	Qualifying Installation*	Qualifiying Service*	Total
Commissions Based on Net Sales Price				

In the event that the Representative makes the sale above the U.S. list price, the Representative should have larger share of the commission. Should the discount exceed 28%, the bonus element will not be less than 0. However CVC/IPS will evaluate each of these opportunities and CVC will decide to accept or otherwise, the business.

$$\text{Sales Commission} = (\text{Base Commission}) + [\text{Bonus Element}]$$

$$\text{Base Commission} = (\text{Net Invoice} \times 6\%)$$

$$\text{Bonus Element} = (\text{Net Invoice} \times 6\%) \times (28\% - \text{Discount \%}) \\ (\text{Cannot be less than zero})$$

$$\text{Sales Commission} = (\text{Net Invoice} \times 6\%) + [(\text{Net Invoice} \times 6\%) \times (28\% - \text{Discount \%})]$$

$$6 + 2 = 6 \times ?$$

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ATTACHMENT 2

CVC's agent for the purpose of providing and selling spare parts in the "territory" shall in effect act as an Agent/Distributor.

The Agent/Distributor shall receive a 10% discount off U.S. List price of all spare parts. This will be referred to as "Agent's Price".

It is then the responsibility of the Agent/Distributor to price the parts according to the current market in the respective territory. CVC will not knowingly quote any person inquiring in the behalf of customers located in the Distributor's territory, prices which are below established prices set by CVC for that "territory". In order for the Agent/Distributor to receive said discount, all orders received from the Agent/Distributor must be paid in U.S. currency. All orders shall be FOB CVC point of origin.