

SERVICE CONTRACT AGREEMENT

THIS SERVICE CONTRACT AGREEMENT, made as of the Effective Date set forth in the signature page hereto, is by and between Wonik IPS USA, Inc., a New York Corporation, with its principal office at 100 Saratoga Village Blvd. Suite 54, Malta, NY 12020 ("Wonik"), and CEK TECH NY, Inc., a New York Corporation, with its principal office at 1 Fairchild Sq. Ste 103, Clifton Park, NY 12065 ("CEK"). Collectively Wonik and CEK shall be known individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Wonik is a semiconductor manufacturing equipment provider providing Wonik Equipment to Globalfoundries' fabrication facility in Malta, New York;

WHEREAS, CEK has skills and knowledge in connection with maintaining, servicing, and managing Wonik Equipment;

WHEREAS, Wonik desires to retain the services of CEK, and CEK desires to provide the Services to Wonik, in connection with the Wonik Equipment installed and to be installed, at the Globalfoundries Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth below, and for other valuable consideration received, the parties hereto agree as follows:

1. TERM.

1.1 Subject to the other provisions contained in this Agreement, the initial term of this Agreement shall be for a period of 12 months commencing on the Effective Date described in the last page of this Agreement. This Agreement shall automatically be renewed for successive twelve month periods unless a Party hereto gives to the other Party at least 60 days written notice of termination prior to the expiration of the then applicable term.

1.2 Termination for Convenience. Notwithstanding the foregoing, either Party may terminate this Agreement for convenience upon 60 days prior written notice at any time, in which event any fixed fee monthly payments due CEK shall be prorated based on a 30 day month up to the date of termination.

1.3 Termination for Breach. If a Party materially breaches this Agreement (the "Defaulting Party"), and the Defaulting Party does not cure such breach within 10 days after written notice of material breach, the non-defaulting Party may terminate this Agreement upon written notice to the Defaulting Party. Termination of this Agreement will be without prejudice to any other rights and remedies that the non-defaulting Party may have under this Agreement or at law or in equity.

2. SERVICES

- 2.1 During the term hereof, CEK shall exercise its best efforts to provide the Services required hereunder, all in a professional and workman like manner in accordance with industry standards.
- 2.2 Service shall mean the maintenance services of Wonik's Equipment and any professional or other services to be provided by CEK under this Agreement, as described in more detail in a Statement of Work described in EXHIBIT A, and CEK's obligations under this Agreement.
- 2.3 CEK shall make best efforts to comply with the directions and instructions of Wonik in its performance of Services and shall provide such reports and information as required and requested by Wonik.
- 2.4 CEK shall allocate and provide its own resources as necessary to perform the Services.

3. SERVICE FEES AND TAXES

- 3.1 In consideration of the Services to be provided by CEK hereunder, Wonik shall pay to CEK \$70,000.00 per calendar year (the "Service Fee"). Wonik shall not be responsible for paying any other fees, costs or expenses except only the case that Wonik agrees to reimburse CEK for all reasonable travel and out-of-pocket expenses incurred by CEK in connection with the performance of the Services.
- 3.2 Invoicing and Payment. CEK shall furnish Wonik within 5 business days before the end of each calendar month with an invoice for the Service Fees payable for the immediately preceding month. Wonik shall pay undisputed Service Fees specified in each invoice by the 5th day of each calendar month. Payments shall be made in U.S. dollars and shall be net of any actual wire transfer fees imposed by the originating bank.
- 3.3 CEK shall not increase the monthly Service Fee during the term of this Agreement, except that, on or after the first anniversary of the Effective Date.

4. RELATIONSHIP OF THE PARTIES

- 4.1 CEK performs this Agreement as an independent contractor, not as an employee of Wonik. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between CEK and Wonik.
- 4.2 CEK shall not contract in the name of Wonik and CEK shall not represent or hold itself out as the agent of Wonik nor do any act or thing which may result in any third party believing that CEK has authority to contract or enter into any commitment on behalf of or in the name of Wonik.

5. CONFIDENTIALITY

- 5.1 The term "Confidential Information" shall mean: (i) any and all information which is disclosed by either Party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; (ii) the confidential information of Globalfoundries; and (iii) the terms, including without limitation, the pricing, of this Agreement and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, source code, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software.
- 5.2 Treatment of Confidential Information. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties subject to non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know" in connection with the performance or receipt of the Services hereunder. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either Party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the use of Owner's Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.
- 5.3 Rights and Duties. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within 15 days after termination of this Agreement, each Party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs; provided, that Recipient may retain Confidential Information as required by law, rule, regulation or administrative order or as necessary to comply with standard computer back-up procedures.

5.4 Survivability. The terms of this Section 5 shall survive termination of this Agreement.

6. INDEMNITY. Each Party ("Indemnifying Party") shall indemnify and hold the other Party ("Indemnified Party") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all

reasonable assistance in the defense of such action, and sole authority to defend or settle such claim; provided, however, that: (i) the failure to give such notice shall not affect the Indemnifying Party's obligation to indemnify except to the extent of material prejudice to the Indemnifying Party; and (ii) no settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent of the Indemnified Party, which consent will not be unreasonably withheld.

7. LIMITATION OF LIABILITY. Except as provided below in this Section 7, Wonik's maximum liability for any action arising under this Agreement, regardless of the form of action and whether in tort or in contract, shall be limited to the amount of fees paid by Wonik hereunder. Except as otherwise provided below in this Section 7, in no event shall Wonik be liable for indirect, special, incidental, or consequential damages of any kind, including without limitation, lost profits, however arising, even if Wonik has been advised of the possibility of such damages.
8. AMENDMENT. This Agreement shall not be amended in any way other than by an agreement in writing signed by both Parties which is expressly stated to amend this Agreement.
9. PROHIBITION OF ASSIGNMENTS. This Agreement shall be binding on and shall inure to the benefit of the Parties' successors and assigns. Notwithstanding the foregoing, CEK may not assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent Wonik.
10. FORCE MAJEURE. Neither Wonik nor CEK shall be held liable for default, in the event that it fails in the performance of all or part of its obligations under this Agreement due to force majeure such as an act of God or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. In such case, the relevant party shall promptly notify the other party, and consult with the other party on the subsequent procedures to be taken.
11. WAIVER. Failure at any time by either of the Parties to enforce any of the provisions of this Agreement shall not be construed as a waiver by such Party of such provisions or in any way affect the validity of this Agreement or any part thereof.
12. LAW. This Agreement shall be governed by the laws of New York State. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, in any court of competent jurisdiction located in New York for the purposes of adjudicating any matter arising from or in connection with this Agreement. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This Agreement shall constitute the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each Party. This Agreement may be executed by facsimile. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the following

Effective Date: January 1st, 2017.

The undersigned hereby represents and warrants that he or she has the authority to sign on behalf of each Party, and bind Wonik and CEK to the obligations set forth herein.

WONIK IPS USA, INC.

By: 
Name: SU CHEOL BYUN
Title: GM

CEK TECH NY, INC.

By: 
Name: Michael S. Park
Title: Chief Executive Officer

[SIGNATURE PAGE TO WONIK IPS USA – CEK]

EXHIBIT A.

STATEMENT OF WORK

January 1st, 2017

End-User: Global Foundries in New York

Services to be Provided:

In addition to those responsibilities described in the Agreement, CEK shall be responsible for the establishment and implementation of the following standards and procedures, which require End-User approval and which are included in the "Services" to be provided by the Contractor.

1. Communicating and cooperating with Wonik's personnel and End-User.
2. Developing the procedures used to operate the maintenance service as well as monitoring, evaluating, and proposing revisions to such procedures.
3. Hardware support and process engineer support for Wonik equipment to meet the specification provided from End-User, on-call services.
4. Making a scheme for the maintenance services which provide the requirements for:
 - (i) Maintenance Planning
 - (ii) Maintenance Procedures
 - (iii) Troubleshooting
5. Regular and irregular report to Wonik in connection with the progress of maintenance, the status of customer services, negotiation with End-User, and annual operation plan etc.
6. Any activities and services requested by Wonik only for the purpose of this Agreement