

JOINT AGENCY AGREEMENT

WONIK IPS's Equipment Sales Representative Agreement

This Agency Agreement (the "Agreement") is entered into among WONIK IPS Co., Ltd., a corporation organized and existing under the laws of Republic of Korea having its registered office of business at 75 Jinwisandan-ro, Pyeongtaek-city Gyeonggi-do, Republic of Korea (the "Company", together with the Representatives below, each "Party" or "Parties"), EDM Corporation HK Limited, a corporation organized and existing under the laws of China having its registered office of business at Unit 04, 7/F Bright Way Tower No,33 Mong Kok Road KL, HK (hereinafter referred to as "EDM") and Kingtek Electron Limited., a corporation organized and existing under the laws of Hong Kong having its registered office of business at Room 806, Beverly House, 93-107 Lockhart Road, Wanchai, HK (hereinafter referred to as "KEL") (EDM and KEL are referred to herein collectively as the "Representatives", respectively as the "Representative") as of Oct. 17, 2016 (the "Effective Date").

WITNESSETH :

WHEREAS, the Company wishes to market "Semiconductor Equipment manufactured by Wonik IPS" (the "Products", described in Exhibit A) in China (the "Territory") and for such purpose enter into an agreement with the Representatives; and

WHEREAS, the Representatives desire to market the Products in the Territory and render its services to the Company;

Now, THEREFORE, in consideration of the mutual premises herein contained, the Parties hereto agree as follow;

Article 1. Appointment

- 1.1 The Company hereby appoints the Representatives, and the Representatives hereby accept the appointment as the Company's NON-EXCLUSIVE Sales Representative respectively for the sale of the Products within the Territory on the terms and conditions set forth herein. The Company may, at its sole discretion add to or delete from the Products in Exhibit A and add or delete areas from the Territory by written notice to each Representative.
- 1.2 Each Representative shall not, through third parties, appoint other companies/suppliers, use other representatives, agents, distributors or the like with authority, sell, distribute or market the Products to the customers out of the Territory without prior written consent of the Company.



Article 2. Representative's Duties and Responsibilities

2.1 Each Representative shall fulfill its own obligations as roles and responsibilities set forth below, in order to sell, promote and market the Products to certain department, management or any other officers of the customers located in the Territory.

	Role and Responsibility
EDM	<ul style="list-style-type: none"> 1) Marketing activities to targeted customers' whole organization and all level decision makers for reaching technical agreement relating to procurement of the Products between Company and targeted customers. 2) Maintain and improve targeted customers all related organization's trust and confidence to the technical performance and advantage of Company's Products. 3) Main contact point: Technical, R&D department, Purchasing department of customers
KEL	<ul style="list-style-type: none"> 1) Marketing activities to targeted customers' whole organization and all level decision makers for reaching commercial agreement relating to procurement of the Products between Company and targeted customers. 2) Manage and improve the trustable business cooperation relationship between targeted customers' all level decision makers and Company. 3) Negotiation and discussion with any relevant public officers working for China government in connection with sales of the Products in Territory. 4) Main contact point: Top management, Purchasing department of customers
EDM&KEL	<ul style="list-style-type: none"> 1) Both Representatives shall make its best effort to do any and all marketing activities as requested by the Company extent to the sales of the Products to the customers without any violation of law, legislation in the Territory's jurisdiction. 2) Both Representatives shall have further communications each other prior to having a discussion with any members of purchasing team in targeted customer in order to make a decision on members, working level participating in the meeting with such purchasing team workers of such customer. 3) In case of any ambiguous situations, unclear roles and responsibilities relating to marketing activities to a targeted customer, each Representative shall contact, make a phone call or send e-mail to the Company without any hesitation to discuss on such vague situations and issues to be resolved. In that case the Representative shall comply with the Company's instruction and decision unless any justifiable reasons. 4) Both Representatives shall co-operate each other and work together collaboratively on faith without prejudice for successful achievement to sell the Products to customers in the Territory.

2.2 On a weekly basis (or such other frequency as mutually agreed from time to time) during the term of this Agreement, the Representatives shall provide the progress report stating status of marketing, any issues relating to sales of the




Products, correspondence with the customers and information exchange etc. to the Company through conference call, e-mail and other adequate manners. Furthermore, the Parties shall meet in person in order to have a business review where the Parties exchange technical, Products, and marketing information and discuss the activities under this Agreement on a monthly basis or upon requested by the Company. The place and time of the face to face meeting shall be determined through further discussion from time to time. The initial place and time for regular meeting shall be described in meeting minutes held on October 17, 2016 in Shanghai.

2.3 Each Representative shall explore, develop and promote the sale of the Products and shall make good faith efforts to increase the sales of the Products within the Territory. To achieve such purposes, each Representative shall keep the Company informed of the status of the sales progress, make recommendations and suggestions to the Company and assist and cooperate with the Company.

2.4 The Representatives shall, subject to such guidelines as the Company may from time to time establish, promote the Products through direct customer contact, trade shows, local advertising, direct mail campaigns and other similar activities in the Territory. Unless otherwise mutually agreed, all cost and expenses incurred by sales activities shall be borne by the Representatives. In the event that the Company attends any trade show, fairs whenever and/or wherever held in the Territory, the Representative shall be in attendance as requested by the Company. In this case, each Party shall be responsible for its own costs and expenses separately.

2.5 Each Representative shall not, directly or indirectly, handle, represent, promote, sell or distribute any products of any third party directly or indirectly competitive with any of the Company's Products in the Territory. Each Representative shall immediately furnish to the Company a full and complete list of all other companies and products which it represents in the Territory, at any time the Company requests such information.

2.6 The Representatives shall maintain its own sales office in the Territory and shall pay any and all costs and expenses incurred by it or any of its agents, representatives or employees in connection with it.

2.7 Each Representative shall provide to the Company copies of all correspondence with current and prospective customers and other such information regarding the promotion of sale of the Products within the Territory as the Company, at its discretion, may from time to time reasonably request. In addition, the Representative shall provide to the Company any information relating to the credit standing of any customer, and assist the Company with the Customer claims and collections if the order is placed directly with the Company.

2.8 As requested by the Company, each Representative shall investigate and resolve the Customer complaints in the Territory concerning the Products.

2.9 Each Representative shall comply with all applicable laws, statutes, regulations and treaties relating to (1) the promotion of the sale and distribution of the Products in the Territory, and (2) the performance of each Representative's



duties and obligations respectively hereunder.

2.10 The Representatives shall, during the term of this Agreement, and thereafter, keep confidential all financial, engineering, marketing or other information, documents and other matters in any way relating to or pertaining to the business of the Company or of the Products, which is then not public information.

2.11 Each representative shall provide written notice to the Company before initially contacting or approaching any customers in the Territory for promotion, marketing. The Company has a right to reject the sales activities of the Representative to specific customers in the Territory within 5 business days after receipt of the notice stated above. Upon receipt of such rejection notice to the Representative, Company shall not be liable for any activities of the Representative to such customers rejected.

Article 3. Company's Duties and Responsibilities

3.1 The Company shall use its good faith efforts to assist and cooperate with the Representatives in developing and promoting the sale of Products in the Territory. The Company, as requested by the Representative(s), shall provide reasonable & timely quotes for the sale of the services and the Products to Customers.

3.2 The Company shall furnish the Representatives with adequate number of specification sheets, catalog and other printed sales materials relating to the Products as reasonably requested by the Representative. The costs for translation and printing into any language other than the one provided for Customer by the Company shall be borne by the Representatives.

Article 4. Representative Soliciting Offer

4.1 The Representatives shall promote sale of the Products based on the latest prices of the Products provided by the Company. All quotes, terms of sale and prices pertaining to the Products shall be established by the Company.

4.2 The Representatives shall, upon receipt of enquiry or offer for the Products from a Customer, forward it in writing to the Company, and the Company shall, as soon as possible after receipt make an offer to the enquiry or, notify the Representatives whether the offer by the Customer is accepted or not within 10 business days. In the event of non-acceptance, Company shall state the reasons for the Company's non-acceptance of the offer. However, the Company is not liable for the Representatives or the Customer for the refuse to the offer.

4.3 If the Company accepts the offer by the Customer or the Customer accepts the offer by the Company, then sales contract (the "Sales Contract") of the Products shall be to have been made.

Article 5. Offer Representative



5.1 The Company hereby appoints each Representative as the Company's NON-EXCLUSIVE Sales Representative and authorizes the Representatives as an offer Representatives to issue offer sheets provided by Company on behalf of the Company to the Customers in Territory. Notwithstanding the stated above, the Company still maintains the rights to establish, change, alter or amend terms and conditions of sales, discounts, prices, delivery and packing charges, methods of payment and other provisions.

5.2 If the offer shall be accepted by the Customer, then the Sales Contract of the Products shall be deemed to have been made. Against the Representative's nominated customers having substantial meeting for sales of the Products with the Company directly in the Territory through the Representatives' endeavor, the Company shall not sell, distribute or market the Products to such nominated customers through other agents or representatives. However, against the Representatives' non-nominated or non-mentioned customers in the Territory, the Company can sell, distribute or market the Products to the other customers through other agents or representatives.

5.3 Each Representative shall issue sheets based on the latest prices of the Products provided by the Company. The Representatives shall not be liable for any loss or damage which may occur from price changes of which the Representative was informed subsequent to the time the Company has issued an offer sheet.

Article 6. Excluded Customers

The Representatives shall not quote, market, promote or offer for sale of the Products to Excluded Customers (described in Exhibit B) without the prior written consent of the Company. If either Representative may receive any order or inquiry regarding the Products from the Excluded Customers, then such Representative promptly refer such order or inquiry to the Company without any compensation or commission relating to such communication with the Excluded Customers.

Article 7. Commissions

7.1 The Representative will receive a "sales" commission (the "Commission") if the purchase order from the Customer is placed directly or indirectly on the Company as result of the Representatives' endeavor for sale of the Products to Customer. The Company shall base the Commission on the total contract value of the Products solicited by the Representatives.

7.2 The Commissions shall be payable based on the same percentage terms of the Customer's the payment terms stipulated in purchase order or other similar form within thirty (30) calendar days of the Company having been paid by the Customer for the Products shipped by Company. The Representatives will be entitled to receiving a commission only if the Company receives payment for the Products.

7.3 The Commission rate and the time of payment: the Commission for each Representative is 2.5 % of the total contract



value stated in purchase order provided by Customer. The Commission payment is connected with the payment from the Customer to Company as terms of payment mutually agreed by Customer and the Company. Within thirty (30) calendar days after receiving a certain percent of the purchase order/agreement value from the Customer, the Company shall pay the same percent of the certain percent of the purchase order/agreement to each Representative respectively.

7.4 The Representative shall be paid in United States Dollar or other currency mutually agreed among Parties by the Company via T/T as the Commission fee, based on the contract, purchase order or agreement entered into between the Company and Customer.

EDM's information of bank

Bank Name: Hongkong and Shanghai Banking Corporation Limited

Bank Account: 848-824041-838

SWIFT Code: HSBCCHKHHKH

KEL's information of bank

Bank Name: CTBC Bank Co., Ltd. Hong Kong Branch

Bank Account: 904-10-110531-1

SWIFT Code: CTCBHKHH

7.5 The Representative(s) shall provide customer service planning schedule, estimate sheet and/or quotation ("Customer Service Proposal") to the Company within ten (10) business days after the purchaser order is placed by the Customer(s) on the Company. The Company may give a notice whether Customer Service Proposal is acceptable or not to the Representative within fifteen (15) business days after receiving such Proposal. In the event that the Company accepts the Customer Service Proposal provided by the Representative(s), the Parties shall make and enter into a service agreement (the "Service Agreement") including scope of the service, duties and obligations of service provider, service fee, payment and other details of terms and conditions.

Article 8. Warranties, Indemnification and Product Liability

8.1 The Company does warrant that the Products are free from defects in manufacture workmanship and materials. The Company does provide warranty to the Customer offering free repair and replacement with respect to non-consumable parts during the period of the Sales Contract of the Products. This warranty shall be valid for a period of 12 months from the date of delivery to the Customer, and shall expire thereafter. Any breach in this warranty shall result in the Company, at its discretion, replacing or repairing the defective Products, with no further liability to the Company for the injury, damages or loss resulting directly or indirectly from such breach.

8.2 In the event of any third party claim or lawsuit for injury, damages or loss in connection with the use and sales of the Products in the Territory, then each Representative shall immediately notify in writing the Company of such claim or



lawsuit, and the Representatives and Company shall decide the best manner to defend against any such claim or lawsuit; provided, however, that the Company shall not be liable in any manner for any injury, damages or loss arising out of or in connection with the tort act of each Representative, each Representative's actions, including the actions of any person employed by each Representative or under each Representative's control, and including without limitation, any claim arising out of or resulting from injuries or death to persons or damage to property, including theft. Each Representative shall, separately or jointly, indemnify and hold harmless the Company, its officers, directors, employees and Representatives, against any and all claims by third parties in excess of such maximum liability amount.

Article 9. Effective Date and Duration

This Agreement shall become effective upon the date written above by the Parties hereto and shall continue in force for 1 year from the Effective Date of the Agreement unless earlier terminated under Article 10 hereof. The Parties shall make and enter into further agreement for extension of 1 year period with the same terms and conditions of the Agreement thereafter. Notwithstanding stated above, the commission rate may be adjusted when making such extension agreement among the Parties after the Company assesses each Representative's marketing activities, accomplishment and other performance relating to sales of the Products.

Article 10. Termination

10.1 The Agreement may be terminated in any of the following cases :

- CONFIDENTIAL
- A) By mutual agreement in writing of the Parties ;
 - B) By the Company, in the event of default by either Representative in the due performance of its obligations under the Agreement, which default is not remedied within 1 month after receipt of written notice of default from the Company ;
 - C) By the Company, either Representative making an assignment for the benefit of creditors, or being adjudged bankrupt, or insolvent, or filing any petition seeking for itself any arrangement for dissolution and liquidation of its interests ;
 - D) By one the Parties, if a force majeure condition under Article 12 hereof makes it unreasonable to proceed with the Agreement in the foreseeable future; or
 - E) By one of the Parties for any reasons, giving sixty (60) advance notices to the other Parties.

10.2 All sales aids, literature and promotion material in the possession of each Representative, and any other list, information or material provided by the Company shall be returned to the Company within thirty (30) days of the Termination Date.

10.3 In the event of expiration or termination of the Agreement, Each Representative shall return to the Company all copies of financial, engineering, marketing or other information, documents and other matters provided by the Company



in any way relating to or pertaining to the business of the Company or of the Products. Moreover, each Representative shall return or destroy all the Company's confidential information and shall certify in writing that it has done so.

10.4 Upon termination of the Agreement, neither party shall be discharged from any antecedent obligations or liabilities to the other party under the Agreement unless otherwise agreed in writing by the Parties.

Article 11. Confidentiality

11.1 Prior to and during the term of the Agreement, the Company may disclose certain confidential information to the Representatives. During the term of the Agreement and for a period of 5 years after the expiration or termination of the Agreement, (1) the Representatives shall keep confidential all such confidential information, exercising the same degree of care which it affords to its own confidential information from disclosure or misappropriation; and (2) the Representatives shall not use the confidential information, nor permit to be used by the Company, for any other purposes or activities whatsoever other than expressly under the Agreement.

11.2 On the earlier of (a) the request of the Company or (b) the expiration or termination of the Agreement, each Representative shall promptly (i) return to all the confidential information and all copies made thereof in any medium, and (ii) erase any computer hard-drive copies of the confidential information provided by the Company, destroy any confidential information consisting of notes, observations, analyses and studies prepared by each Representative, and submit to the Company a certificate confirming the erasure and destruction of such.

11.3 Each Party shall limit access to the other Parties' confidential information to those of receiving party's employees or authorized representatives having a need to know who have signed Confidentiality Pledge in Exhibit C. containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. The receiving party will be liable for any breach by such persons to whom it has disclosed confidential information under the terms of such confidentiality obligations

11.4 For the avoidance of doubt, without limitation to any other provision under the Agreement, the Representatives shall, separately or jointly, indemnify the Company, its directors, officers and employees against losses, claims, liabilities, damages or expenses, including, without limitation, reasonable attorney fee's arising from any disclosure or unauthorized use of the confidential information by any of the Representative's affiliates, directors, officers or employees other than the purposes for the Agreement.

Article 12. Limitation of Liability

The Company and its affiliates shall in no event be liable to the Representatives, their affiliates, any customer , or to any other person or company using any PRODUCT MARKETED UNDER THIS AGREEMENT, FOR LOSS OF TIME, LOSS OF REVENUE OR PROFIT, INCONVENIENCE, LOSS OF USE OF ANY PRODUCTS, OR PROPERTY DAMAGE CAUSED BY ANY PRODUCTS OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT,



SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR ANY OBLIGATION RESULTING THEREFROM, OR THE USE OR PERFORMANCE OF ANY PRODUCTS WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE. The Company', ITS AFFILIATES', OR ITS SUPPLIER'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED, AT The Company" OPTION, THE REPAIR OR REPLACEMENT COST OR PURCHASE PRICE OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. NO ACTION OR PROCEEDING AGAINST The Company', ITS AFFILIATES, OR ITS SUPPLIERS MAY BE COMMENCED MORE THAN THIRTY (30) MONTHS AFTER THE PRODUCTS ARE INITIALLY SHIPPED.

Article 13. Force Majeure

Nothing herein shall be liable to the other parties for nonperformance or delay in performance of any of its obligations under the Agreement due to war, revolution, riot, strike or other labor dispute, fire, flood, acts of government or any other causes reasonably beyond its control. Upon the occurrence of such a force majeure condition the affected party shall immediately notify the other party of any further developments. Immediately after such condition is removed, the affected party shall perform such obligation with all due speed, subject to termination under Article 9 hereof.

Article 14. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Korea without giving effect to its rules on conflicts of laws.

Article 15. Dispute Resolution

In the event of any dispute, the parties agree to settle any claim or controversy arising out this Agreement through consultation and negotiation in good faith and spirit of cooperation. Any dispute that cannot be resolved will be first submitted in writing to a panel of two (2) senior executives each from each other, for a total panel of four (4) senior executives, who will promptly meet and confer in an effort to resolve such dispute. Any agreed decisions of the executives will be final and binding on the parties. In the event that the executives are unable to resolve any dispute within thirty (30) days after submission to them, then the disputes shall be finally settled by arbitration in Seoul, Korea in accordance with the Commercial Arbitration Rules of the Korean Commercial Arbitration Board. The proceedings shall be conducted in the English language. The award rendered by the arbitrator(s) of the Korean Commercial Arbitration Board shall be final and binding on the parties concerned.

Article 16. Independent Contractor

The parties agree that the relationship of the Company and the Representative is that of independent contractor and that



the Representative shall be deemed at all times during the term of this Agreement to be an independent contractor. Nothing herein shall be deemed to create the relationship of employer and employee, or partnership, association, or joint venture of any nature whatsoever. Except as expressly provided herein, this Agreement shall not confer to the Representative any right or authority to obligate the Company in any way or to cause the Company to accept or deliver any order. The Representative shall be solely responsible for all taxes in any way relating to the compensation payable to the Representative under this Agreement.

Article 17. Non-Waiver

No claim or right of either party under this Agreement shall be deemed to be waived or renounced in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by such party.

Article 18. Severability

If any one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and in such case the parties hereto oblige themselves to reach the intended purpose of the invalid provision by a new, valid and legal stipulation.

Article 19. Assignment

Neither party shall assign the whole or any part hereof under this Agreement to any person or entity without the prior written consent to the other party.

Article 20. Notice

Unless otherwise agreed by the parties, all notices, invoices and communications under this Agreement shall be sent to the parties at their addresses set forth in the initial paragraph of the Agreement. All notices shall be sent by registered airmail or e-mail and where circumstance require, notices may be sent by cable, facsimile or electronic messages.

Article 21. Survival Obligation

The respective obligations of the Representatives and Company under this Agreement which by their nature would continue beyond the termination, cancellation or expiration hereof, shall survive termination, cancellation or expiration hereof.

Article 22. Entire Agreement





22.1 This Agreement constitutes the entire agreement between the parties, all prior representations having been merged herein, and may not be modified except by a writing signed by a duly authorized representatives of both parties.

22.2 If necessary to revise or add any provisions, under compromise of the parties, this Agreement can be revised or added during the effective date and duration mentioned under Article 8 hereof.

IN WITNESS WHEREOF, the parties thorough their authorized representative have executed the Agreement as of the date first above written.

Company

WONIK IPS Co., Ltd.

By: BYUN CHIZONG WOO VM

Title: C.E.O

Date: OCTOBER 27, 2016

EDM

EDM Corporation HK Limited.

By: Kim, Sung Lark Car.

Title: CEO

Date: OCTOBER 27, 2016

KEL

Kingtek Electron Limited.

By: Cheng Cheng Chaylong

Title: C.O.O

Date: OCTOBER 27, 2016

Cheng Cheng Car. VM





Exhibit A.

Any and all semiconductor equipment, parts, components and products sold by Wonik IPS

Exhibit B.

1. Samsung China Semiconductor
2. SK Hynix Semiconductor (China) Co., Ltd.
3. JHICC (Fujian Jinhua Integrated Circuit Co., Ltd.)

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Exhibit C.

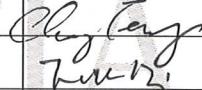
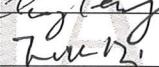
Confidentiality Pledge

All Participants read above Sales Representative Agreement carefully, swear to keep it sincerely and to comply with confidentiality provision stated in Sales representative Agreement.

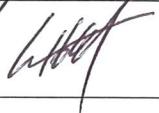
[EDM]

No.	Department	Manager	Participant	Employee No.	Signature	Remark
1	EDM	CEO				
2	EDM	VP				
3						
4						

[KEL]

No.	Department	Manager	Participant	Employee No.	Signature	Remark
1	KEL	CEO				
2	KEL	COO				
3	KEL	Sales				
4						

[Wonik IPS]

No.	Department	Name	Title	Employee No.	Signature	Remark
1	Management administration Division	Yoonhee Ha	Executive Vice President / CFO	2150101		
2	Semiconductor Business Division	Jaihyung Won	Executive Vice President	2150207		
3	Semiconductor Business Division	Hyoungchan Ha	Senior Vice President	2110102		
4	Semiconductor Business Division	Sangho Seo	Senior General Manager	2131002		

October 27, 2016