

## Subject : Protection of Technical Information

We, Kyocera Corporation, request all of our suppliers to comply with all applicable laws and regulations with regard to export control, and to protect Kyocera's technical information appropriately. Such technical information shall include all drawings, specifications or other technical documentation and data, provided from Kyocera to your company for any business purpose, as well as technical information contained therein (the "Technical Information").

In this letter, we hereby set forth our requirements to you, and this letter replaces any other agreement or understanding, express or implied, which we may have with you regarding the subject matter of this letter. Our requirements are as follows:

1. Your company must deliver all products, components, parts or materials which are manufactured or processed by using the Technical Information (the "Products") to Kyocera only, and must not, directly or indirectly, deliver or otherwise disclose the Product itself or the said information to any third party.
2. Technical Information is confidential and must be kept in strictest confidence. Your company must use such Technical Information solely for Kyocera, and must not use it for any purpose other than the purpose intended by Kyocera.
3. If your company would have manufactured the Products more than ordered quantity in your manufacturing process, you must dispose such excess Products as Kyocera deems appropriate, so that such excess Products, including any information related thereto, cannot be handed over, disclosed, leaked, stolen or otherwise become known to any third party.

These are mandatory requirements based on the domestic export control laws and regulations in Japan and international export control regime.

**References:** The following information may be a useful source of additional information about some of such regulations.

<Policy Information -- Ministry of Economy, Trade and Industry (Japan) >  
<http://www.mofa.go.jp/policy/un/disarmament/policy/index.html>  
[http://www.meti.go.jp/english/policy/index\\_tradeinformation.html](http://www.meti.go.jp/english/policy/index_tradeinformation.html)  
<http://www.meti.go.jp/policy/anpo/catch-all/index.html>

<Wassenaar Arrangement>  
<http://www.wassenaar.org/>

When you agree, please sign and return this letter.

Yours truly,

KYOCERA CORPORATION  
  
Name: Masaki Tida  
Title: Executive Officer  
General Manager  
Date: Corporate Purchasing Group  
2011. 3. 9

Accepted and Agreed to by:

Company Name : ATTO Co. LTD  
Signature: 

Name: Kwang Ho Kim  
Title: Senior Vice President  
Date: Jan. 27. 2011

## GENERAL TERMS AND CONDITIONS OF PURCHASE

This Agreement is made and entered into this 27<sup>th</sup> day of January,  
2011 by and between ATTO Co., LTD., a corporation  
organized and existing under the laws of Korea, with its principal  
place of business at 33, Jije-dong, Pung-tak-si, Gyeonggi-do, Korea  
( hereinafter referred to as  
"Seller" ) and Kyocera Corporation, a corporation organized and existing under  
the laws of Japan, with its principal place of business at 6 Takeda Tobadono-cho,  
Fushimi-ku, Kyoto, Japan ( hereinafter referred to as "Buyer" ).

These General Terms and Conditions of Purchase shall, unless otherwise agreed  
in writing, apply to and constitute a part of Request for Quotation and Purchase  
Order.

### I. Definitions

#### A. As used herein:

- (1) Purchase Order means the purchase order placed or to be placed with Seller  
by Buyer including any other documents which may be included therewith.
- (2) Request for Quotation means the request for quotation sent to Seller by  
Buyer including any other documents which may be included therewith.
- (3) Contract means the contract which is formed by the procedure stated in  
Article II.
- (4) "Product" means the Semiconductor manufacturing equipment and others  
Including related services.

### II. Formation of Contract

- A. Purchase Order constitutes Buyer's offer to Seller, and becomes a binding  
Contract under the conditions herein set forth when it is accepted by Seller  
either by acknowledgment or by commencement of performance thereof,  
subject to any other conditions specified in Purchase Order. No conditions or  
additional terms, whether or not material, stated by Seller in accepting or  
acknowledging Purchase Order shall be binding upon Buyer unless expressly  
accepted in writing by Buyer.
- B. Request for Quotation does not constitute an offer, and Seller has no power to  
create a contract between Seller and Buyer by responding thereto.

### III. Price and Payment

- A. All prices shall be firm and fixed unless otherwise agreed in writing. However,  
if Seller reduces its published or standard prices for merchandise or services

covered by the Contract before Seller completes its performance thereunder, such reduced prices shall be applied to any merchandise or services undelivered at the time of reduction.

- B. Unless otherwise agreed, payment shall be made by Telegraphic Transfer Remittance within thirty (30) days after receipt of Invoice, provided that Product has been received by Buyer. Payment of invoices shall not constitute final acceptance of the Product.

#### IV. Approval of Drawings and Data

- A. If Purchase Order requires the submission of drawings and/or other data for approval, Seller shall submit same on or before the time specified in Purchase Order ( or if no time is specified, then as soon as possible ). Buyer will not reimburse Seller for any extra expense which Seller incurred as a result of having proceeded with performance prior to such approval. Seller may request partial or final approval of Buyer by such dates as will permit it to order and/or release for engineering and production all required materials and/or components in time to meet the specified shipment or delivery schedule, and shall send Buyer special notification in case such schedule should be endangered by delays in receiving such approval.

#### V. Packing

- A. Unless otherwise specified, Seller shall pack the Product in such manner as to be safe from damage or deterioration while in transit or storage under foreseeable circumstances.

#### VI. Transportation

- A. When Seller arranges transportation of the Product, it shall reserve space on an ocean-going vessel of a first class shipping company which travels by usual routes and is of a type normally used for the transport of the Product, or space on an airplane of a first class airline company, as the case may be.

#### VII. Shipment or Delivery

- A. Time of shipment and delivery shall be of the essence of the Contract.
- B. If shipment or delivery is delayed as a result of acts of God, acts of any

governmental authority, riot, revolution, fires or war beyond the reasonable control of Seller, date of shipment or delivery shall be extended for a period equal to the time lost by reason of such delay. However, if such delay extends for more than thirty (30) days, the parties shall enter into negotiation concerning change in shipment or delivery schedules, etc., and if such delay continues for more than three (3) months, Buyer may terminate the Contract as to the unexecuted portion without termination charges or other liability.

- C. Unless Seller can reasonably demonstrate that delay in shipment or delivery is due to any cause or causes mentioned in Article VII B, Seller shall be responsible for Buyer's damages as caused by such delay in accordance with Article XV, applicable mutatis mutandis. In case Seller cannot so demonstrate and if such delay extends for more than thirty (30) days, Buyer may terminate this Contract as to the unexecuted portion without prejudice to Buyer's right of claiming damages arising from such termination.
- D. Should it become known to Seller that shipment or delivery will be delayed beyond the agreed or established schedule due to whatever causes, Seller shall promptly notify Buyer, stating the reason for such delay, the portion of merchandise affected there by and expected extent of the delay.

### VIII. Inspection

- A. Seller shall thoroughly inspect all and every part of the Product and shall conduct running and performance tests before shipment and send Buyer a record of such tests. Buyer, its duly authorized representative and/or its customer shall have the right and opportunity to witness such inspection and/or tests. Seller shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenience of Buyer, its representative and/or its customer in the performance of such inspection and/or test. Witnessing or failure to witness such inspection and/or tests by Buyer shall in no way impair Buyer's right in the case of non-conforming or defective Product.
- B. All and every part of the Product shall be subject to inspection at final destination by Buyer, unless otherwise agreed in writing. Should such inspection reveal that the Product or any part thereof does not conform to any of the warranties in Article IX A in any respect, Buyer may, at its option, (1) reject the Product and return it to Seller at Seller's risk and expense, in which case Seller shall promptly deliver new Product to Buyer or make the returned Product conform to the warranties and send it back to Buyer at Seller's risk and expense; (2) repair or make the Product otherwise conform to the

warranties at Seller's risk and expense in accordance with Seller's timely instructions, or in accordance with Buyer's best judgment ( at Seller's risk and expense ) if Seller does not provide such instructions; (3) accept the Product at a reasonably reduced price.

- C. Failure on the part of Buyer after its inspection at final destination to take any of the three courses of action available to it in accordance with Article VIII B within thirty (30) days after actual receipt by Buyer at final destination shall constitute acceptance of the Product, but such acceptance shall not impair the validity of the warranties provided in Article IX as to either patent or latent defects or non-conformities.

## IX. Warranty

- A. Seller warrants that the Product supplied as well as all material and/or equipment integrated into the Product shall (1) be free from any defects in material, design and workmanship, (2) be of the kind and quality described in any descriptions, specifications or the Contract, and (3) meet all performance guarantees set forth in the Contract.
- B. The warranty period shall be specified in Purchase Order, but if not so specified shall be one (1) year from the date the Product is first regularly used, or eighteen (18) months from the date of acceptance of the Product as provided in Article VIII C, whichever occurs first.
- C. In the event Buyer discovers a breach of any of the warranties specified in Article IX A with respect to any Product or part thereof within the warranty period, Buyer may, at its option, (1) return such Product to Seller at Seller's risk and expense, in which case Seller shall promptly deliver new Product to Buyer or make the returned Product conform to the warranties and send it back to Buyer at Seller's risk and expense: or (2) repair or make the Product otherwise conform to the warranties at Seller's risk and expense in accordance with Seller's timely instructions, or in accordance with Buyer's best judgment (at Seller's risk and expense) if Seller does not provide such instructions.
- D. All repaired or replaced Product furnished in accordance with Article VIII B and IX C ( including repaired by Buyer ) shall be subject to the provisions of Articles VIII and IX.
- E. Nothing in Article VIII and IX shall be construed as limiting Buyer's right to claim damages and/or terminate the Contract as a result of Seller's breach of warranty or any provision of the Contract.

## X. Buyer's property

- A. Unless otherwise agreed in writing, all tools, equipment or material of every

description furnished to Seller by Buyer or specifically paid for by Buyer shall be and remain the property of Buyer. Such property shall be plainly marked or otherwise adequately identified by Seller as Property of Kyocera Corporation and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer.

#### XI. Insurance

- A. Unless otherwise agreed between Seller and Buyer, the insurance, when procured by Seller, shall cover all risks including risks of war, strikes, riot and civil commotion during transportation from Seller's factory, warehouse, etc., to the final destination as specified in Purchase Order.

#### XII. Intellectual Property Rights

- A. Seller shall defend, indemnify and hold Buyer harmless against any and all liability, expenses, losses and/or damages caused by infringement of any patent, utility model, trademark, copyright or other right of intellectual property.

#### XIII. Changes

- A. Buyer shall have the right to make changes in Purchase Order. If such changes affect shipment or delivery or the amount to be paid by Buyer, Seller shall immediately notify Buyer in writing. Upon such notification, the parties shall enter into negotiation for adjustment.

#### XIV. Taxes

- A. Any and all taxes, assessments or excises levied on, and fees or charges incurred by Seller in connection with performance of the Contract shall be borne by Seller.

#### XV. Termination

- A. In addition to provisions elsewhere, in the event of any breach by Seller of the terms, conditions or warranties of the Contract, or in the event of death, dissolution, bankruptcy or insolvency of Seller, Buyer shall have the right to

terminate the Contract, to reject the unexecuted portion of merchandise or to dispose of it for the account of Buyer at a time and price Buyer deems reasonable, and Seller is bound to compensate Buyer (i) for all direct and incidental damages, losses or expenses, and (ii) for all consequential, special or other indirect damages, losses or expenses which the parties foresaw or could have foreseen.

- B. Buyer may at any time terminate the Contract in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to reasonable termination charges, consisting at maximum of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

#### XVI. Disclosure of Knowledge or Information

- A. Any information contained in any drawings or any written data conveyed by Buyer to Seller shall be confidential and shall not be used for any purpose other than performing the Contract. Upon request by Buyer, Seller shall return the said drawings or written data and all copies and summaries thereof to Buyer.

#### XVII. Arbitration and Applicable Law

- A. All disputes, controversies, of differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement or the breach thereof, shall be finally settled by arbitration to be held in Osaka, Japan in accordance with Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The award rendered by arbitrator(s) shall be final and binding upon the parties hereto.
- B. The Contract shall be governed by and construed under the laws and regulations of Japan.

#### XVIII. Assignment and Subcontract

- A. Assignment of the Contract or any interest therein or of any payment due or to become due thereunder, without written consent of Buyer, shall be void.
- B. Seller shall not subcontract any substantial part of the work called for under the Contract without written consent of Buyer.

#### XIX. Entire Agreement

- A. The Contract together with any written documents which may be included therewith, and/or incorporated by specific reference, constitutes the entire agreement between the parties and supersedes all previous communications

between them, either oral or written. No change, alteration or amendment of the Contract shall bind either party unless made in writing bearing the signature of a duly authorized representative of each party, except as provided in Article XIII.

## XX. Export Control

- A. In case the Product ( including the work ) are applicable to the strategic materials ( including the strategic technology ) stipulated in the foreign exchange and trade control law and/or the re-export regulation subjecting products ( including the technology ) stipulated in the USA Export Control Regulation, Seller shall inform Buyer of it in writing beforehand.
- B. In case Seller is requested to submit the technical data such as parameter sheet or the certificate of a non-applicable product published by the Competent Authorities, Seller shall respect Buyer's policy which shall obey all applicable export laws and promptly meet such requests for Buyer.

## XXI. Products Liability Regulation

- A. Seller agrees to hold harmless and indemnify Buyer and upon the written request by Buyer to defend Buyer against any and all liabilities, damages, claims, demands, losses, judgments, actions, causes of actions, costs and expenses ( including attorney's fees ) which may be made or asserted against Buyer, or which Buyer may suffer or incur, by reason of, relating to, or arising out of the design and/or development of the Product, manufacture, the packaging, distribution, sales, advertising or use of the Product ( hereinafter collectively referred to as "Liability Claims" ).
- ~~B. Seller further agree to insure Buyer, at Seller's expense, against all Liability Claims in the amount of US\$2,000,000.00 per occurrence above the lowest commercially reasonable deductible that may be obtained for all Liability Claims which may arise at any time ( during or after the term of this Agreement ) to include Buyer as additional named insured, and to supply Buyer with copies of all such policies or certificates of all such insurance.~~

## XXII. Others

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- A. Seller shall comply with any and all applicable laws, rules and regulations of the governmental authorities concerned.
  - B. Seller and/or Buyer shall take necessary steps to obtain any required governmental authorization to be acquired by Seller and/or Buyer, respectively, in accordance with normal business practices. Seller and Buyer shall assist each other in every manner reasonably possible in securing such authorization as may be required.
  - C. In the event that special terms and conditions described in Purchase Order are in conflict with these general terms and conditions, the former shall

govern.

D. Trade terms including FOB, CIF, etc., used in Request for Quotation or Purchase Order shall have the meanings stipulated in the Incoterms 2000 published by The International Chamber of Commerce unless the provisions hereof or of the Contract otherwise require.

This Agreement shall be signed by both parties per below:

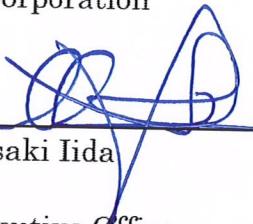
ATTO Co. LTD.

By :   
Kwang Ho Kim

Title: Senior Vice President

Date: Jan. 27. 2011

Kyocera Corporation

By :   
Masaki Iida

Title: Executive Officer  
General Manager  
Corporate Purchasing Group

Date: 2011. 4. 1