

## AGREEMENT

### **Semiconductor Equipment Sales and Service Representative Agreement**

This Representative Agreement (the "Agreement") is made and entered into by and among the following parties (collectively the "Parties"):

- I. ATTO CO., LTD (ATTO, the "Company")  
2DA-302 Shinhwa Industrial Complex, Jeongwang-Dong, Shiheung-City,  
Gyeonggi-Do, 429-849, Republic of Korea
- II. WHOLETECH SYSTEM HITECH LIMITED (WHOLETECH, the "Representative")  
No. 487 Gao Fong Rd., Hsin-Chu City, Taiwan, Republic of China

In consideration of the following mutual terms, covenants and conditions, the Parties hereto agree as follows:

**1. Definitions:**

- 1.1 The "Company" shall be defined as ATTO CO., LTD (ATTO)
- 1.2 "Equipment" shall mean those products manufactured by the Company which are set forth on Exhibit A attached hereto and incorporated herein by this reference. The Equipment will constantly be improved and the Company will make efforts to update Representative on a routine basis.
- 1.3 "Territory" shall mean the geographic area described in Exhibit B attached hereto and incorporated by this reference.

**2. Term:**

- 2.1 The term of this Agreement shall continue in full force and effect for a period of twenty four (24) consecutive months or until either party elects to terminate this Agreement as per paragraph 9.1 by giving the other party written notice of election to terminate, with or without cause. The Representative must provide to the Company a written summary of active accounts of customers or potential customers with whom the Representative is working or marketing in the Territory within the first thirty (30) days of the date of working with or making contact with such customer or potential customer (the "Notification Period"). All in house quotations are valid per the terms and conditions of the quotation or for the term of the Notification Period, whichever comes first.

**3. Duties of the Representative:**

- 3.1 Representative shall have the abilities to act as a sales representative, with reasonable prior written notice to the Company, and at the Company's instructions, to close orders for the Company and on Equipment (described in Exhibit A), and to sell the Equipment to customers in their territory.
- 3.2 Representative shall, subject to such guidelines as the Company may from time to time establish, promote the Equipment through direct customer contact, trade shows, local advertising, direct mail campaigns and other similar activities in the Territory. The Representative shall adequately visit and solicit current and prospective customers in the Territory.

- 3.3 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 Equipment in the Territory. The 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.
- 3.4 Representative 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.
- 3.5 The Representative and its sales force are required to attend four (4) Company Product(s) training sessions per year at a location to be determined by the Company. Transportation to and from the training session, along with the Representative sales force's personal expenses, i.e., lodging and meals will be borne by the Representative.
- 3.6 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 Equipment within the Territory as the Company, in 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 customer claims and collections if the order is placed directly with the Company.
- 3.7 Representative shall assist and participate with the Company, as requested, in generating monthly sales forecasts for the Territory. The Representative shall use its best efforts to influence the customer's delivery schedule of the Company's Equipment in order to provide more efficient starts-ups of the Equipment.
- 3.8 Representative shall attend all trade shows, where the Company is in attendance, whenever held in the Territory or as requested by the Company.
- 3.9 Representative shall investigate and resolve customer complaints in the Territory concerning the Equipment, including, but not limited to, providing services for repairs and maintenance for the Equipment sold in the Territory. The Representative shall pay the Company a reasonable fee to be mutually agreed upon by the Parties for any assistance the Company may provide regarding such repairs and maintenance to customers, including the cost of replacement parts, except for those replacement parts that are subject to the warranty in Section 10.1 of this Agreement. In the event of the need to make upgrades to the Equipment, then the Company shall provide upgrades at its own cost on a case-by-case basis in consultation with the Representative.
- 3.10 Representative shall have no authority to assume or create any debt, obligation or liability in the name of or on behalf of the Company. Nor shall the Representative make any representations or warranties of any kind or nature with respect to the Company or the Equipment, except as such debts, obligations, liabilities, representations or warranties may be authorized in advance, in writing by an Officer of the Company.
- 3.11 Representative shall comply with all applicable laws, statutes, regulations and treaties relating to (I) the promotion of the sale and distribution of the Equipment in the Territory, and (II) the performance of the Representative's duties and obligations hereunder.
- 3.12 Representative 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 Equipment, which is then not public information. Representative shall sign, and enter into with the Company, a Confidentiality Agreement as shown in Exhibit C.
- 3.13 Representative shall not (I) use the Company's trade names or trademarks or any names or marks closely resembling the same as part of the Representative's corporate or business name, or in any other manner which the Company, at its discretion, may

consider misleading or otherwise objectionable, or (II) cause the trade names or trademarks of the Company to be listed in a telephone directory or in any other general publication, or on any stationary, calling cards or other material without obtaining an Officer of the Company's prior written consent.

4. Duties of the Company:

- 4.1 The Company shall furnish the Representative with such quantities of specification sheets, catalogs and other printed sales materials relating to the Equipment as reasonably requested by the Representative. The costs for translation and printing into any language other than the one provided for by the Company shall be borne by the Representative.
- 4.2 The Company shall assist the Representative to obtain service, spare parts and product enhancement business on installed Company Equipment in the Territory. The Company, as requested by the Representative, shall provide reasonable & timely quotes for the resale of these services and Equipment to the Customers.

5. Terms of Sale:

- 5.1 All quotes, terms of sale and prices pertaining to Equipment shall be established by the Company. The Company 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. The Representative shall not alter, modify or amend the price and / or sales policy established by the Company without prior written consent from an Officer of the Company.

6. Acceptance of Orders:

- 6.1 All orders solicited from customers or placed by the Representative on the Company shall be subject to acceptance by the Company. Once a purchase order is delivered to the Company, the Company shall decide within [five (5)] business days from the date it has received the purchase order to decide whether or not to accept the purchase order. If the Company does not reply within such period of time after it has received the purchase order, then the Representative shall confirm with the Company whether it has received the order, and whether the Company will accept the purchase order. Notwithstanding the above, the Company reserves the right to refuse any order for any reason without liability for loss or damage to the Representative or the customer. For purposes of this provision, a "business day" is any day on which the Company is open for business in the Republic of Korea, and shall not include any weekends, public holidays or days on which banks in the Republic of Korea are closed.

7. Representative Compensation:

- 7.1 The Representative can receive compensation in two ways.

- 7.1.1 The Representative will receive a "sales" commission and a "service" commission if the purchase order from the end customer is placed directly on the Company.
  - 7.1.2 If the Representative receives the purchase order directly from the customer then the Representative will have the ability to buy the Equipment from the Company at a discount and resell the Equipment to the end customer.

- 7.2 The Company shall base the commissions on the Net Invoice Price of the Equipment sales solicited by the Representative. Net Invoice Price shall mean the gross amount invoiced less any taxes, duties, assessments, discounts, allowances or transportation, insurance, special handling, packing or crating charges.
- 7.3 In the cases where the Representative buys Equipment for resale, the discount will be based on the pricing established by the Company.
- 7.4 Commission will be earned upon the shipment and invoice of the Equipment. Commission will be payable upon receipt of customer payments. The commission payment will be in direct proportion to the customer payment and will be paid thirty (30) days after the end of the calendar month in which the Company receives payment from the customer.
- 7.5 Commission will be paid on customer down payments. The commission payment will be in direct proportion to the percentage of the customer down payment vs. the total order. The payment will be made thirty (30) days after the end of the calendar month in which the Company receives the customer down payment.
- 7.6 If a commission deficit occurs as a result of customer returns of the Company's Equipment or for any other reason, the deficit will be carried forward and deducted from the next commissions to be paid.
- 7.7 If any Equipment is ordered within the Representative's territory (point of sale) but is installed outside the territory (point of installation), a distribution of commission will occur as follows: Point of Sale Representative shall receive one-third (33.3%) of the net commission. Point of Installation Representative shall receive one-third (33.3%) of the net commission. Distribution of the final one-third (33.3%) will be made to the representative who controls the territory where the actual "Decision to Purchase" is ultimately made.
- 7.8 The Company shall determine all commission splits and its decision shall be final and binding on all persons.

8. Independent Contractor:

- 8.1 The parties agree that the relationship of the Company and the Representative is that of principal and 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.

9. Termination

- 9.1 This Agreement may be terminated by the Company for any reason, and by the Representative for any material breach of this Agreement by the Company. The terminated Party shall have the right to ninety (90) days advance notice to the termination date. The notice shall be sent to the other party by fax, telex, or telegram and confirmed by registered or certified mail; if the agreement is terminated by the Company, to the address of the Representative stated on page one (1) of this Agreement unless subsequent written notice of change of address had been given by the Representative; if the Agreement is terminated by the Representative, to the Company at its offices as specified on page one (1) of this Agreement unless subsequent written change of address has been given by the Company.

9.2 Upon the specified termination date, the Company shall have the obligation to pay commissions as follows:

Orders for Equipment accepted by the Company prior to the termination date:

Commission on orders for Equipment accepted by the Company prior to the termination date shall be paid in full per the commission rates stated in Exhibit A of this Agreement.

All commission shall be earned upon shipment and invoice of the Product. Commissions will be paid as per Section 7.4 of this Agreement.

9.3 For a period of one hundred eighty (180) days after the Termination Date, the Representative agrees not to engage as a sales representative for any other company's product, service or offering of any kind which is competitive with or could reasonably be used as an alternative to the Company's Equipment. In the event that the Representative violates this non-compete provision, or is otherwise in violation of any of the terms and conditions herein, all post-termination commission payments (Section 9.2) shall cease, in addition to any other legal remedies available to the Company.

9.4 All sales aids, literature and promotion material in the possession of the 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. Warranties, Indemnifications and Product Liability

10.1 The Company makes no warranties express or implied concerning the Equipment and the sales thereof according to this Agreement, unless specified in writing herein. Any warranties resulting from operation of law in the Territory shall be the responsibility of the Representative. Notwithstanding the above, the Company does warrant that the Equipment is free from defects in manufacture workmanship and materials. This warranty shall be valid for a period of twelve (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 Equipment, with no further liability to the Company for any injury, damages or loss resulting directly or indirectly from such breach.

10.2 In the event of any third party claim or lawsuit for injury, damages or loss in connection with the use and sales of the Equipment in the Territory, then the Representative shall immediately notify in writing the Company of such claim or lawsuit, and the Representative and the 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 use or sales of the Equipment in the Territory in an amount greater than the total amount of purchase price it received for the sales in the Territory of the Equipment. The Representative shall indemnify and hold harmless the Company, its officers, directors, employees and agents, against any and all claims by third parties in excess of such maximum liability amount.

10.3 Any product liability for the use and sales of the Equipment resulting from the operation of law in the Territory shall be the responsibility of the Representative, and, if necessary, the Representative shall maintain at all times during the term of this Agreement insurance with a reputable insurance company in the Territory to cover any risk and liability for such product liability.

## 11. Miscellaneous:

11.1 This Agreement may not be assigned by either party with this exception: the Company may assign any and / or all rights and duties hereunder to any person, association or

corporation acquiring the portion of the Company's business involving the Company's Equipment.

11.2 It is understood and agreed that this written instrument constitutes the complete, entire and only Agreement between the parties; that there are no prior or contemporaneous written, oral or partially oral agreements or understandings between the parties covering the subject matter hereof; any modifications, amendments or renewals of this written instrument must be accomplished by written instrument executed by both parties hereto.

11.3 This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Republic of Korea. Any proceeding to interpret or enforce this Agreement shall be brought in the courts of the Seoul District Court in the Republic of Korea, to whose jurisdiction the parties consent, and to no other courts. Notwithstanding the above, a Party may bring an action in a court of proper jurisdiction in any other jurisdiction for the purpose of obtaining injunctive relief against a Party.

11.4 The prevailing party in any dispute hereunder shall be entitled to reasonable attorney fees and costs incurred in the resolution of such dispute.

IN WITNESS WHEREOF, ATTO and WHOLETECH have caused this Agreement to be executed as of the        day of       , 2010.

2/10

2011

ATTO CO., LTD

WHOLETECH SYSTEM HITECH

By: \_\_\_\_\_  
By: Moon Yong Lee

\_\_\_\_\_  
Sting Hsieh

Title: \_\_\_\_\_  
Title: Vice Chairman and CEO

\_\_\_\_\_  
President and CEO

Date: \_\_\_\_\_  
Date:

\_\_\_\_\_

## **EXHIBIT A:**

### **Product Definitions:**

- 1.) ATTO PECVD SYSTEMS: MAHA SP/MP

The Equipment is subject, at any time and at the Company's sole discretion, to increase or decrease in number and to modifications or change in design or specification.

### **Sales and Service Commission Structure for ATTO PECVD Systems:**

#### ATTO Systems Sales and Service Commission Rate

1.) Single tool sales	13%
2.) Less than 10 tool sales	12%
3.) Less than 20 tools sales	11%
4.) More large Block tool sales	10%

## **EXHIBIT B: WHOLETECH SYSTEM HIGTECH LIMITED (WHOLETECH)**

Region/Territory: TAIWAN, THE REPUBLIC OF CHINA (Exclusive Agency)

## **EXHIBIT C:**

### **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_, 2010, by and between ATTO CO., LTD, a Korean company limited (which, together with its affiliates shall be referred to herein as "ATTO"), and WHOLETECH SYSTEMS HITECH LIMITED, a Taiwanese company limited ("WHOLETECH").

In connection with discussions between ATTO and WHOLETECH with respect to a possible transaction involving Sales and Service Representation in Taiwan (the "Transaction"), each party (as to information disclosed by it, the "Disclosing Party") is prepared to furnish the other party (as to information received by it, the "Receiving Party") with certain confidential and proprietary information concerning the Transaction and the financing thereof. "Confidential Information" as used in this Agreement shall mean all such information that is (i) disclosed in writing or by email or other tangible electronic storage medium and is clearly marked "Confidential" or "Proprietary," or (ii) initially disclosed orally or visually, which at the time of disclosure is identified as confidential. All other information shall be deemed to be non-confidential.

The Receiving Party agrees, except as required by law: (a) to protect the confidentiality of the other party's Confidential Information; (b) to use the Confidential Information only for the purposes of evaluating the Transaction and the terms thereof; (c) to use the same degree of care as with its own confidential information to prevent disclosure of the Confidential Information, except to its affiliates, agents, advisors, potential financing sources and representatives (collectively, "Representatives"), to the extent necessary to permit them to assist the Receiving Party in the evaluation of the Transaction; and (d) not to disclose to persons (other than those described in (c) above) that the Confidential Information has been made available, that the Receiving Party is considering a possible Transaction, that the parties have had or are having discussions or negotiations with respect thereto, or the terms and conditions thereof.

Each party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity that a party may have, it shall be entitled to equitable relief, including injunctive relief or specific performance, or both (although neither party shall be entitled to any special, consequential, indirect, punitive or exemplary damages as a result of a breach of this Agreement, whether a claim is asserted in contract, tort, or otherwise).

This Agreement shall be inoperative as to particular portions of the Confidential Information disclosed by the Disclosing Party if such information: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives; (ii) was available on a non-confidential basis prior to its disclosure to the Receiving Party; (iii) is or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party, or (iv) was independently developed by the Receiving Party or its Representatives, without reference to the Confidential Information.

If either party decides not to proceed with the Transaction, it will promptly inform the other party of that decision. In addition, the Disclosing Party may elect at any time by notice to the Receiving Party to terminate further access to and such party's review of the Confidential Information. In any such case, or upon the expiration of this Agreement, the Receiving Party will promptly return or destroy all Confidential Information disclosed to it. The Receiving Party may nevertheless maintain a single confidential copy in the office of its general counsel of the Confidential Information as a record of the material provided hereunder, and the Receiving Party shall not be deemed to have retained or failed to destroy any Confidential Information which is in electronic form if such information is deleted from local hard drives so long as no attempt is made to recover such information from servers or back-up sources.

Each party shall retain ownership of all Confidential Information and intellectual property it had prior to commencement of the discussions and evaluation referred to in this Agreement. Nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, although the parties may provide for such a license in an express written agreement.

If either party or any of their respective Representatives is requested or required (by

interrogatories, subpoena, or similar legal process) to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions of this Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, the Receiving Party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the Receiving Party may disclose such Information to the persons and to the extent required without liability under this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea.

Unless otherwise specified herein, the rights and obligations of the parties hereunder shall be valid and effective during the term of the agreement entered into by ATTO and WHOLETECH regarding the Transaction, and shall terminate one (1) year from the date of expiration or termination of such agreement.

This Agreement sets forth the entire agreement and understanding between the parties hereto as to the subject matter hereof and merges all prior discussions and negotiations between them. This Agreement may not be modified except in writing executed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

ATTO CO., LTD

---

By:  
Title:

WHOLETECH SYSTEM HITECH LIMITED

---

By:  
Title: