



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into January 14, 2011 by and between Wonik Group, located at Seoul Korea (hereinafter "Other Party"), and Axcelis Technologies, Inc., located at 108 Cherry Hill Drive, Beverly, MA 01915 (hereinafter "Axcelis").

Whereas, Axcelis is in the business of designing, developing, manufacturing, and marketing equipment and systems for the semiconductor industry; Other Party is in the business of Semiconductor Capital Equipment design and manufacturing; and each party is in possession of certain proprietary information relating to its respective business (hereinafter collectively "Confidential Information");

In consideration of the mutual disclosure of Confidential Information, the party disclosing Confidential Information (hereinafter "Discloser") and the party receiving Confidential Information (hereinafter "Recipient") agree as follows:

1. Recipient agrees that the Confidential Information disclosed to it by Discloser will be kept confidential by Recipient. Recipient agrees to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own confidential and proprietary information of a like nature. Access to such Confidential Information shall be restricted by Recipient to the employees of Recipient who have a reasonable need to know the same in connection with the purpose set forth in Paragraph 2 below, and who have been informed of the restrictions on use and disclosure and have agreed to abide by the terms of this Agreement.
2. Recipient agrees that the Confidential Information disclosed to it by Discloser will not be used for any purpose other than analysis and evaluation of the technology disclosed therein.
3. For the purpose of this Agreement, "Confidential Information" means any and all technical and non-technical information and data of a confidential nature, including patent, trade secret and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current future proposed products and services of each of the parties, and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, end user requirements and priorities, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information.
4. The restrictions on use and disclosure in Paragraphs 1 and 2 above shall not apply to such specific Confidential Information which Recipient can show:
 - (i.) was in the possession of Recipient prior to disclosure by Discloser, as evidenced by contemporaneous written documentation;
 - (ii.) was at the time of disclosure, or becomes after the time of disclosure, published or otherwise readily available to the general public in the form disclosed by Discloser, without any obligation of confidentiality and through no fault of Recipient;
 - (iii.) is rightfully disclosed to Recipient by a third party in lawful possession of such Confidential Information without any obligation of confidentiality;
 - (iv.) is subsequently developed independently by Recipient by a person or persons having no access to the Confidential Information;
 - (v.) is approved for release or disclosure by Discloser; or
 - (vi.) is disclosed pursuant to the order of a court of competent jurisdiction or authorized government agency, provided that the party subject to the disclosure order must provide the other party with prompt notice of the order and reasonably cooperate



with the other party's efforts to receive a protective order.

5. Recipient agrees that Discloser owns the Confidential Information and that this Agreement does not grant any license or any other rights to Recipient in and to the Confidential Information, other than the limited right to use as set out in paragraph 2 above. Nothing in this Agreement shall be construed as creating an agency, joint venture, partnership or other formal business relationship or association between the parties hereto or obligating either party to purchase or provide any goods or services to the other party. Any such relationship, association, or obligation shall be set forth in a separate written agreement.

6. Discloser warrants that it has the right to make the disclosure of information contemplated by this Agreement.

7. Recipient agrees to deliver to Discloser, upon request of Discloser, all copies of material containing any of the Confidential Information disclosed to Recipient by Discloser, including, without limitation, documents, drawings, models, sketches, designs, lists, and any computer readable media.

8. This Agreement shall govern all communications incorporating Confidential Information between Axcelis and Other Party, whether written or verbal, that are made from the date of this agreement until the earlier of (i) the date on which either party receives from the other written notice that subsequent communications shall not be so governed, or (ii) three (3) years from the last date shown below.

9. The duty of Recipient to keep Confidential Information confidential under this Agreement expires five (5) years from the date of receipt.


10. It is understood and acknowledged by Recipient that a breach of this Agreement may cause a serious and irreparable damage to Discloser for which no adequate remedy at law may exist. Therefore, Recipient agrees that, upon such breach, Discloser shall be entitled to seek equitable relief, including, but not limited to, injunctions and specific performance. The prevailing party in any litigation shall be entitled to its costs, including legal expenses.

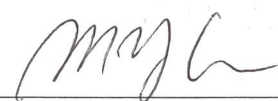
11. Neither party shall export, directly or indirectly, any technical data acquired under this Agreement, or any products utilizing such data, to any country for which the U.S. Government or any agency thereof, at the time of export, requires an export license or other Governmental approval without first obtaining such license or approval.

12. The laws of the Commonwealth of Massachusetts shall govern the validity, operation, and performance of this Agreement. Each party hereby expressly consents to the personal jurisdiction and venue in the county in which the defendant's principal place of business is located for any lawsuit filed there arising from or related to this Agreement.

13. This Agreement supersedes all prior negotiations, agreements, and understandings between Axcelis and Other Party and their predecessors in interest, and constitutes the entire agreement between Axcelis and Other Party as to the subject matter hereof. This agreement shall not be altered or amended except in writing signed by the parties hereto.

Acknowledged and agreed:

By: 
Name: Doug Lawson
Title: VP, Business Development
Company: Axcelis Technologies, Inc.

By: 
Name: MOON YOUNG LEE
Title: CEO
Company: ATTO Co.