

Mutual Non-Disclosure Agreement

This Mutual Nondisclosure Agreement ("Agreement") is entered into between Ichor Systems, Inc., a corporation organized and existing under the laws of the state of Delaware, in the United States, having its registered office of business at 3185 Laurelview Court, Fremont, CA 94538, together with its affiliates (hereinafter referred to as "Ichor" or "Party A"), and WONIK IPS Co., Ltd., a corporation organized and existing under the laws of Republic of Korea having its registered office of business at 332-1 Cheongho-ri, Jinwi-myeon, Pyeongtaek-city Gyeonggi-do, Republic of Korea (hereinafter referred to as "Party B") as of October 24, 2015 ("the Effective Date") to protect the confidentiality of certain Confidential Information of the parties to be disclosed under this Agreement. Both Party A and Party B may each be referred to herein as a "Party," and together may be referred to as the "Parties" for purposes of this Agreement.

WHEREAS the Parties seek to explore a possible business relationship related to procurement of gas panel for semiconductor equipment (herein, the "Business Relationship");

WHEREAS the discussion of such Business Relationship may necessitate the exchange of certain confidential information; and

WHEREAS the Parties wish to limit the exchange and use of such information solely to the exploration or evaluation of such a Business Relationship (the "Permitted Use");

THEREFORE, the Parties hereby agree as follows:

1. Confidential Information

Subject to the section titled "Exclusions," "Confidential Information" (CI) of a party will mean any and all technical and non-technical information disclosed by such party ("Disclosing Party") to the other party ("Receiving Party") during the term of this Agreement. "CI" may include without limitation:

- a. trade secrets, inventions, ideas, processes, computer source and object code, formulas, data, programs, drawings, drafts, experimental results, sample, specifications, fee tables, manufacturing costs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques;



- b. information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers;
- c. information regarding the skills and compensation of Disclosing Party's employees, contractors, and other agents; and
- d. the existence of any business discussions, negotiations, or agreements between Disclosing Party and Receiving Party or any third party.
- e. Tangible information (including, without limitation, documents, devices, computer readable media, etc.) that disclose or embody CI shall be marked by Disclosing Party as "Confidential", "Proprietary" or the substantial equivalent thereof. CI that is disclosed orally or visually shall be identified by Disclosing Party as confidential at the time of disclosure and reduced to a written summary by Disclosing Party, who shall mark such summary as "Confidential," "Proprietary," or the substantial equivalent thereof, and delivered to Receiving Party within thirty (30) days after such disclosure occurs. Receiving Party shall treat such information as Disclosing Party's Confidential Information pending receipt of such summary and thereafter as provided herein.

2. Confidentiality Obligations

Subject to the section titled "Exclusions," Receiving Party agrees that it shall

- a. hold in confidence and not disclose to any third party any CI of Disclosing Party, except as approved in writing by Disclosing Party;
- b. protect such CI with at least the same degree of care that Receiving Party uses to protect its own CI, but in no case less than reasonable care. However, in any case, neither party shall disclose to the other party any CI which will be considered as a national or state secret under the law applicable to the Disclosing Party;
- c. use the Disclosing Party's CI for no purpose other than the Permitted Use;
- d. limit access to Disclosing Party's CI to those of Receiving Party's employees or authorized representatives having a need to know who have signed confidentiality agreements 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 CI under the terms of such confidentiality obligations; and
- e. immediately notify Disclosing Party upon discovery of any loss or unauthorized disclosure of Disclosing Party's CI.



improvements or inventions and agrees to consult and determine whether and who to acquire any patents or licenses thereon.

6. Term; Ongoing Obligations

- a. This Agreement shall become effective as of the Effective Date and shall remain for one (1) year. Either Party may terminate this Agreement with respect to future disclosures of CI by ninety (90) days prior written notice to the other party.
- b. Each party's obligations under this Agreement shall continue in full force and effect with respect to CI of the other party for three (3) years after expiration or termination of this Agreement.

7. Disclosure of Information by Law

Receiving Party may disclose Disclosing Party's CI, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that Receiving Party gives Disclosing Party reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the CI so disclosed be used only for the purposes required by the law or regulation, or for which the order was issued.

8. Return of Information

All tangible information furnished hereunder by Disclosing Party to Receiving Party shall remain the property of Disclosing Party. Upon termination of this Agreement, or upon written request of Disclosing Party, Receiving Party shall (i) cease any use of Disclosing Party's CI; and (ii) promptly destroy (certifying destruction) or return to Disclosing Party all documents and other tangible materials containing any portion of, or summarizing, Disclosing Party's CI and all copies thereof. At Disclosing Party's request, an officer of Receiving Party shall provide a certificate attesting to compliance with the foregoing.

9. No License Granted

CI is and shall remain the sole property of Disclosing Party. Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any of Disclosing Party's CI, or to any invention or any patent, copyright,

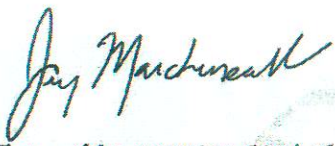


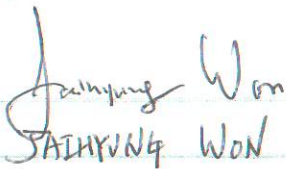
respect to such matters. This Agreement shall be applied to CI with respect to this Agreement that Disclosing Party has already disclosed before the Effective Date. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the authorized representatives of both parties.

11.8 Authority

Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement, and bind such entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Mutual NDA to be executed as of the Effective Date.


Name: JAY MARCHELSEAUULT
By: Director, Regional Sales
Title: Ichor Systems
Date: 10/28/2015


Name: WONIK IPS Co., Ltd. JAEHYUNG WON
By: SAHYUNG WON
Title: EVP
Date: 10/28/2015

