

Product Supply Memorandum of Agreement

This Product Supply Memorandum of Agreement (this "MOA") is made as of June 2nd, 2016 (the "Effective Date"), by and between **Donaldson Company Inc.**, with its principle place of business located at 1400 West 94th Street, Bloomington, MN 55431 ("DCI"), and **Wonik Holdings Co., Ltd.**, with its principle place of business located at 78-40 Chilgoe-gil, Pyeongtaek-si, Gyeonggi-do, Republic of Korea (the "Seller"). DCI and Seller are hereinafter referred to jointly as the "Parties" and individually as "Party".

1. SCOPE AND SUPPLY

1.1 Products. During the Term, Seller will manufacture and sell to DCI and its affiliates, and DCI will purchase, in those quantities that DCI orders under this MOA, those off-the-shelf products described on Exhibit A (the "Products"), which the parties may amend from time to time on mutual agreement. The Products will be made in strict conformance with the packaging and product specifications described in Exhibit B (the "Specifications"). This MOA does not obligate DCI to purchase any Product quantity and DCI has made no representations or warranties about the Product quantity DCI may buy. DCI will purchase Products pursuant to its Standard Purchase Order ("Order").

1.2 Materials, Equipment. DCI may direct Seller to obtain certain raw materials, components, packaging supplies or other items for the Products from third parties with whom DCI has contractual relationships ("Designated Materials"). If any such third party supplier requires that Seller enter into a confidentiality agreement, Seller will do so only after prior notice to DCI. Seller warrants that any DCI-supplied materials, Designated Materials will only be used for the manufacture and packaging of the Products for DCI and not for any other purpose.

1.3 Exclusivity. During the Term, the parties intend to agree to varying levels of exclusivity for each project the Parties undertake depending upon whether such project is a joint development project or an off-the-shelf Product. In case that both Parties jointly develop improvements or newly developed product(s) for sale to DCI customers, which shall mean products developed jointly and incorporating know-how, intellectual property and other relevant technologies of both Parties, (the "Joint Development Product"), the Parties shall negotiate a separate agreement covering such work on the Joint Development Product. Under such Joint Development Agreement, Seller will exclusively manufacture for, and sell to, DCI and its affiliates the Joint Development Products. For the term of the Joint Development Agreement and two (2) years after the end of such term (regardless of the cause), Seller will not supply any Joint Development Products or any comparable products to any person or entity other than DCI. Further, during the same period stated above, DCI and its affiliates shall not procure any Joint Development Products or any comparable products from any person or entity other than the Seller. In the event that DCI provides the Seller an opportunity to supply the Products (not Joint Development Products) to one of DCI's customers, the parties shall agree in advance on the scope of exclusivity for each such Product taking into account any current sales of Products and whether such Product is an "off the shelf" product of Seller or if it has been modified for sale to DCI. Notwithstanding stated above, in case that the DCI customer is located in Asia and the product is an "off the shelf" / minor variation from off the shelf Product, the Seller shall solely have an option on whether to grant a priority right to DCI or not. The definition and extent of the minor variation stated above shall be determined by mutual discussion on case-by-case basis.

1.4 Make-to-Order Business. DCI may also request that Seller manufacture special, customized orders of Products or different DCI products (the "Custom Products"). In such case, the Parties will agree on the specifications and pricing for the Custom Products before DCI issues an Order. Seller will manufacture and deliver the Custom Products within the number of days the parties agree upon after receipt of that Order.

1.5 Technical Support. Seller will provide to DCI all technical support for the Products ("Technical Support") including, but not limited to, all product registration requirements of the countries in which the Products will be sold, all product literature, manuals, and related documents, and telephone or electronic mail consultation during Seller's normal business hours.

1.6 Service Parts. Seller will ensure that service parts are readily available for each Product during the Term and for the Warranty Period (as described in Section 8.1.1) of each Product.

2. TERM

2.1 Term. This MOA's term begins on the Effective Date and continues in effect until 5 years from the Effective Date, unless terminated or renewed as set below (the "Term"). The Term may be renewed by DCI for successive terms of one year each, by DCI giving Seller at least 60 days' notice prior to expiration of the then-current Term.

2.2 Termination. Neither the giving of a termination notice or a termination will be deemed to waive any of the terminating Party's existing rights to damages or other remedies. This MOA may be terminated by either Party on written notice to the other Party: (a) if the other Party fails to cure to the notifying Party's reasonable satisfaction any breach of any of its obligations under this MOA within thirty (30) days after notice of that breach; or makes a general assignment for its creditors' benefit, acknowledges its inability to meet its financial obligations, has a receiver appointed, or has a reorganization proceeding.

2.3 End of Term. At the Term's end, regardless of the cause: (a) Seller will return to DCI all confidential information, all DCI Materials and all other items to be returned to DCI pursuant to this MOA. If Seller fails to deliver all these items to DCI, DCI may take all action permitted by law to recover these items and Seller will, on demand, reimburse DCI for all actual and reasonable costs DCI incurs in doing so (including attorneys' fees and other litigation expenses); (b) this MOA will continue to apply to any Order placed in accordance with Section 3, but this will not extend the Term; (c) neither Party will be relieved of any unfulfilled obligations existing at the Term's end, including, without limitation, DCI's obligation to pay for Products shipped during the Term and Seller's obligations under Sections 8 through 12; and (d) Seller will not use any DCI trademark, tradename, or corporate logo (the "DCI Marks") or any other marks confusingly similar thereto, and will, at DCI's direction, return to DCI or destroy any labels or packaging for Products that bear any DCI Mark.

3. PURCHASE ORDERS AND FORECASTS

3.1 Purchase Orders. DCI will order Products only by the methods described below and Seller will accept only those purchase orders placed by one of these methods ("Order"). If any term of an Order is inconsistent with this MOA, then this MOA will govern to the extent of any such inconsistency. DCI may order Products by issuing an Order.

3.2 Rolling Forecasts. DCI will provide Seller with a written, non-binding, rolling 6-month forecast of DCI's demand for Products that DCI may revise upward or downward on an ongoing basis (the "Forecast"). Seller is deemed to have accepted each Forecast, except to the extent that Seller cannot comply with a specific portion of that Forecast and so notifies DCI in writing within three business days after receipt of that Forecast. Except for any rejected portion of a Forecast, Seller may warrant that it will have the manufacturing capacity to supply the Products in accordance with each Forecast and that Seller will use commercially reasonable efforts to comply with any Orders in excess of the current Forecast.

3.3 Order Acceptance. Seller is deemed to have accepted any Order that does not exceed the Forecast, and any other Order for which Seller does not notify DCI in writing within three business days after its receipt that Seller cannot meet all that Order's terms. If Seller later anticipates that Seller may be unable to meet all that Order's terms, Seller must inform DCI immediately, ship the Products by a faster method than that specified in the Order if DCI so requires, and pay all those Products' additional shipping costs.

4. PRICES, PAYMENT AND SHIPMENT

4.1 Prices. The Products' prices are set forth in Exhibit A or will be negotiated on a project-by-project basis and they include all costs payable by DCI. The prices set forth in Exhibit A may be adjusted from time-to-time.

4.2 Payment Terms. Payment terms will be set forth in each Purchase Order. In some cases on projects that are not capital intensive which shall mean under USD 100,000 for Seller, DCI shall pay 100% of total contract value to the Seller via T/T as Net 30 days from the date of delivery. In other cases that are more capital intensive which shall mean over USD 100,000 for

Seller, and subject to issuance of an irrevocable Letter of Credit in favor of the Seller and on terms and in a form acceptable to Buyer, payment terms shall be scheduled as i) 30% at Purchase Order confirmation ii) 60% at the time of shipment (delivery) of the Products iii) 10% at final acceptance test of the Products with written certificate signed by DCI; provided, however, that the payment shall be subject to present all documents required by DCI. Payment for all Products will be in United States dollars. Invoices may be adjusted for Seller's errors or other failure to meet this MOA's requirements. Invoices will be issued by Seller from time to time as payment terms stipulated in Purchase Order or this MOA. The Seller's bank information shall be as followed:

Bank Account: 180-002-937490, SHINHAN BANK (Pyeongtaek Banking Center), Swift Code: SHBKKRSE

4.3 Shipment. Seller will conform to the shipping, identification, and invoicing instructions on each Order. Unless otherwise stated in an Order, Products will be delivered to DCI's designated carrier FCA (Incoterms 2000) Supplier's site identified in the Order; DCI will select the transportation mode and carrier for each shipment. DCI will pay each shipment's freight cost, except that Seller will pay any excess costs caused by failure to follow DCI's shipping instructions. If any of Seller's invoicing, shipping or other documentation conflicts with, or differs from, this MOA, this MOA will govern. Seller will notify DCI of all shipment information within twenty-four hours of Seller's delivery of the Product to the carrier.

5. PACKAGING AND TRADEMARKS

5.1 Packaging. Seller will package and label Products in accordance with the Specifications. DCI may modify the Specifications relating to packaging on at least thirty days' prior notice to Seller, except that changes made to address a health or safety matter may be made sooner. The Products' packaging and labels will not reference Seller except as required by law and directed by DCI in writing. Seller may use a DCI trademark, tradename, or corporate logo (the "DCI Marks") only on the Products' packaging and only in accordance with the Specifications. Except as stated in this Section 5, this MOA in no way creates or conveys to Seller any license or permission to use any DCI Mark and it expressly prohibits the unauthorized use of any DCI Mark.

5.2 DCI Marks. During or after the Term, Seller will not: (a) contest or claim rights in any DCI Mark, or cause or permit any other person or entity to do anything that may tend to disparage, confuse or lessen the significance of any DCI Mark; or (b) avail itself of DCI's name in any promotional or advertising literature, or otherwise assert affiliation with DCI or any DCI affiliates.

5.3 Product Literature. Seller will provide to DCI, on a continuing basis during the Term, copies of current descriptive brochures, literature, test data and other information relating to Products so that DCI may prepare content and layout for labels, packaging and product literature, including proper use limitations and warnings and comply with applicable United States federal, state, and municipal statutes, laws, regulations, rules and ordinances. Seller hereby grants DCI the royalty-free right and license to reproduce all or part of, and to re-write, any of Seller's brochures, literature, test data and other information relating to such purposes.

6. SAFETY AND QUALITY

6.1 Safety. Seller warrants to DCI that Seller has the experience, expertise and resources necessary to perform its obligations under this MOA safely, on time, and to DCI's reasonable satisfaction. Seller is solely responsible for the safe performance of all work and the safety of all employees, agents or invitees of Seller and Seller's contractors, as well as all people who may be present at or in the vicinity of the site where Seller produces and stores the Products which is at 78-40, Chilgoe-gil, pyeongtaek-si, Gyeonggi-do, Republic of Korea ("Seller's Site").

6.2 Environmental Matters. Seller warrants that Seller will, directly or through its approved subcontractors, properly handle, package, label, store, treat, remove, transport, and dispose of all waste material generated in the manufacture, packaging or delivery of Products, whether owned by Seller or DCI (the "Waste Material"), in accordance with all Laws (as defined in Section 8.1.2), the highest industry standards, and sound environmental, health and safety practices. The Parties acknowledge that DCI is not, and has no responsibilities of, a generator, handler, arranger for disposal, or disposer of hazardous or toxic substances generated at Seller's Site.

6.3 Samples. Seller will take Product samples, perform inspections, and issue certificates as set forth in the Specifications, at Seller's cost. If DCI requests additional samples, inspections or certificates, Seller will deliver those at DCI's expense.

6.4 DCI Monitor Rights. DCI or its agents may enter Seller's Site at all reasonable times to inspect DCI-Supplied Materials, semi-finished and finished Products, and the records relating to this work, as well as to audit Seller's processes and procedures.

7. ENGINEERING CHANGES

The Specifications relating to the Product's performance and manufacturing may be revised only by an Engineering Change. "Engineering Change" means any mechanical, electrical, material or process change to any Product, whether originating with Seller or DCI, that could affect the Product's safety, performance, cost, reliability, serviceability, appearance, dimensions, tolerances, materials (including source of supply), composition, packaging or bill of material (including substitution of materials) whether or not it affects the Specifications. An Engineering Change will be made only with the Parties' mutual agreement.

8. WARRANTIES

8.1 Warranties. Seller warrants all of the following:

8.1.1 The Products will: (a) be free from any encumbrance or any defect in design, materials, manufacture and workmanship; and (b) conform strictly to the Specifications. The Seller will provide 12-month warranty period for the Products ("Warranty Period") which starts from the date which the final acceptance test has been signed by the DCI. Unless otherwise specified in this MOA, the product specifications, or the stipulations in the laws and regulations, the Seller shall not make any other statements or warranty for the Products under this MOA, either expressed or implied.

8.1.2 The Seller will perform its obligations under this MOA in compliance with all applicable import and export control laws or regulations promulgated and administered by the laws of the United States or the government of any other country with jurisdiction over the Seller or the transactions occurring under this MOA (collectively "Laws"), including the obligation not to export, re-export, or otherwise disclose, directly or indirectly, Items, technology or technical data furnished or developed under this MOA, to any person or destination when such export, re-export, or disclosure is in violation of Laws. The Seller shall comply with all laws and regulations (including the Laws) applicable to the Seller's activities under this MOA in all material respects and shall bear respective costs and expenses of the Seller in connection therewith.

8.1.3 Seller knows of no potential or current claim for infringement of any existing patent or other intellectual property right by any party with respect to any Product.

8.2 Product Return. DCI may reject and return any Products it determines to be defective or non-conforming. Seller will, at DCI's option, either: (a) replace defective Product without charge, or (b) reimburse DCI or DCI may withhold payment by means of a debit memo the amount paid for the defective or non-conforming Product. Seller will have risk of loss and pay all transportation costs for shipment of any defective or non-conforming Products. DCI will consult with Seller regarding the timing and method of Product returns. DCI's acceptance of delivery, inspection, or payment for any Products does not waive any of Seller's warranties under this MOA. Seller will use its best efforts to assist DCI with investigation of, corrective action for, and resolution of DCI's customer quality complaints pertaining to Products.

9. DCI-SUPPLIED MATERIALS

9.1 DCI's Ownership. DCI is the owner of all DCI-Supplied Materials not purchased by Seller, all finished Products for which DCI pays, and any equipment DCI provides to Seller for manufacture of the Products including those items described on Exhibit C hereto ("DCI Equipment"). Seller will not allow any third party to obtain a security interest in any of these items. DCI also has an ownership interest in any semi-finished Products that incorporate DCI-Supplied Materials. Seller will

execute, at DCI's request, appropriate documentation (including UCC financing statements) to acknowledge that DCI owns all these items. Seller will not sell, transfer or remove any DCI-Supplied Materials or DCI Equipment from Seller's Site.

9.2 DCI-Supplied Materials.

9.2.1 Seller will use its best efforts to control DCI-Supplied Materials in Seller's possession including, but not limited to: (a) providing daily production reports accounting for DCI-Supplied Materials as directed by DCI; (b) providing month-end inventory balances that meet DCI's end of the month cut-off schedule; (c) reconciling inventory discrepancies for DCI-Supplied Materials; and (d) annually (or more frequently, on DCI's request) delivering to DCI a physical inventory of all DCI-Supplied Materials certified by an officer of Seller. DCI may establish loss allowances for any DCI-Supplied Materials with Seller's MOA, and Seller will reimburse DCI for any losses in excess of those allowances, at DCI's delivered cost to Seller's Site.

9.2.2 Seller will keep all DCI-Supplied Materials, semi-finished Products and finished Products physically separated and identifiable in a limited access area. Seller will use its reasonable best efforts to maintain security and confidentiality of, and prevent any damage or loss to, all DCI-Supplied Materials and Products.

9.2.3 Seller will supervise the unloading of all DCI-Supplied Materials and store them in a safe manner and in compliance with all Laws. DCI will be responsible for any latent, unsafe condition of DCI-Supplied Materials that existed prior to delivery of such DCI-Supplied Materials. Before using any DCI-Supplied Materials, Seller will carefully inspect such DCI-Supplied Materials to determine if they conform to the Specifications and promptly inform DCI of any non-compliance. Seller's warranty in Section 8.1.1(b) will not apply to the extent that any Product's defect or non-conformance to the Specifications was due to a defect in the DCI-Supplied Materials not discoverable by Seller through the use of reasonable care.

10. INSURANCE AND INDEMNIFICATION

10.1 Insurance Coverage. During the Term, if necessary, both Parties may have mutual discussion on whether to maintain, at Seller's own expense, or not on an occurrence basis Commercial General Liability insurance, including the following matters: premises-operations, products and completed operations, and contractual liability providing coverage limits of in a stated amount per occurrence to be agreed in advance on a project-by-project basis . The policy or policies must name DCI as an additional insured with respect to DCI's rights under this MOA. Subject to mutual agreement with respect to such insurance, Seller will provide a certificate of insurance evidencing such coverage to DCI. DCI makes no representations that the required insurance will be adequate for Seller. Seller's obligations under Section 10.3 are not affected by any such insurance. Upon request by DCI with respect to providing a certificate of such insurance, both Parties shall have a further discussion on maximum amount limit on each occurrence covering Seller's liability and coverage of the insurance in connection with Seller's duties and obligations on a project-by-project basis.

10.2 Certificates. Prior to the Effective Date and during the Term, subject to mutual agreement by both Parties, Seller will provide to DCI certificates of insurance that demonstrate Seller's compliance with all insurance requirements. All certificates must state that the insurance cannot be cancelled or changed without thirty days' advance written notice to DCI. Each new certificate must be delivered to DCI not less than ten days before the expiration of the prior certificate.

10.3 Indemnification. Seller will indemnify, defend and hold harmless DCI, its distributors and customers and their successors, assigns, officers, directors, employees, and agents (the "Indemnified Parties") from any claim, liability, loss, damage, lien, judgment, expense and cost including reasonable attorneys' fees and other litigation expenses (collectively referred to as "Loss") with respect to:

10.3.1 Seller's failure to perform any of its obligations under this MOA including, without limitation, the design, manufacture, processing, packaging, storage and delivery of Product(s) and any resulting recall or other reasonable action DCI takes regarding any such breach.

10.3.2 All claims alleging that the making, use, sale, offering for sale, or conveyance of any Product constitutes an infringement of any patent, copyright or trade secret.

10.3.3 All claims arising out of, or related to the handling, packaging, labeling storage, treatment, removal, transportation, and disposal of any Waste Material made under any environmental Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq. as amended ("CERCLA")), the Hazardous Materials Transportation Act (49 U.S.C. Sections 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq. ("RCRA")), or any other current or future federal, state or local environmental laws of similar effect.

10.4 Limitation on Damages. NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS) IN ANY WAY RELATED TO THE PRODUCTS, THIS MOA OR THE TERMINATION OF THIS MOA, WHETHER THE DAMAGES OR OTHER RELIEF ARE SOUGHT BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

11. CONFIDENTIAL INFORMATION

11.1 Confidential Information. During the Term, Seller will receive information not generally known to the public about the way in which DCI develops, designs, produces or sells its products, including the Products, or about the way which DCI conducts its business including, but not limited to, information related to DCI's products, product needs and specifications, and DCI's markets, customers and sales whether or not DCI specifically indicates that such information is confidential ("DCI Confidential Information"). "DCI Confidential Information" also includes all of this MOA's terms. Seller will keep secret all DCI Confidential Information, using such care as Seller uses in maintaining the confidentiality of its own secret information, but no less than a reasonable degree of care. Seller will assure that its employees, agents and contractors abide by these confidentiality obligations. Seller will use DCI Confidential Information only to the extent necessary to perform its obligations under this MOA. If DCI delivers to Seller any tangible materials constituting DCI Confidential Information, Seller agrees not to analyze those materials' composition or structure, except with DCI's prior written consent. On DCI's written request or at the Term's end, Seller will return or deliver to DCI all tangible materials that are DCI Confidential Information.

11.2 Confidentiality Exclusions. Seller's confidentiality obligations will not apply to information that is: (a) published in any publication; (b) known to Seller prior to its receipt from DCI as evidenced by Seller's written records; (c) available to Seller from another source without any breach of any MOA or violation of any law; or (d) released in writing by DCI from this confidentiality obligation.

11.3 Disclosures. If Seller is required by judicial or administrative process to disclose DCI Confidential Information, Seller will: (a) promptly notify DCI and allow DCI reasonable time to oppose such process; and (b) seek to have the third party treat the information confidentially to the extent legally permissible.

12. NOTICES

Any notice permitted or required under this MOA must be given in writing and will be deemed to have been given when delivered or refused via United States certified mail or via personal delivery (including by any nationally recognized overnight service):

To DCI:	Donaldson Company Inc. 1400 West 94 th Street Bloomington, MN 55431 Attention: Global Director, Integrated Venting Solutions, Semiconductor & Imaging Business Groups	To Seller:	Wonik Holdings Co., Ltd. 78-40, Chilgoe-gil, Pyeongtaek-si, Geyonggi-do, Korea Attention: Kim, Taejung
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Each Party will give the other Party prompt notice of any change in its address or the individual to which its notices are to be sent.

13. DISPUTE RESOLUTION.

13.1 Governing Law. Any claims or disputes arising from, or relating to, this MOA will be governed by the substantive and procedural laws of the State of New York, USA, without regard to its conflicts of law provisions. The Parties will resolve any such claims or disputes by the sequential methods outlined in this Section 14. Either Party may take action necessary to prevent immediate or irreparable harm to it, but these sequential dispute resolution methods are otherwise exclusive. All negotiations pursuant to this Section 13 are confidential and will be treated as settlement negotiations. Each Party will bear its own costs incurred in connection with such negotiations.

13.2 Negotiation. The Parties will attempt in good faith to resolve any claims or disputes promptly by direct negotiations within sixty days after a Party's written request for a meeting that will give a detailed explanation of the controversy and a proposed resolution. These negotiations will be held at a mutually acceptable time and location, and as often as the Parties deem reasonably necessary. If the Parties are not able to resolve the matter within this sixty-day period, then either Party may initiate mediation as provided below.

13.3 Mediation. Next, the Parties will attempt to resolve the matter by non-binding mediation to be conducted at a mutually acceptable time and location, using a neutral mediator having experience with the industry, and in accordance with the rules of The Center for Public Resources.

13.4 Litigation. Finally, as a last resort, either Party may commence litigation, but such litigation must be brought in a federal or state court of competent jurisdiction in New York. The Parties each consent to the personal jurisdiction of the state and federal courts of the State of Minnesota. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS, DISPUTES, OR LITIGATION ARISING FROM OR RELATING TO THIS MOA.

14. UNAVOIDABLE DELAY.

14.1 Unavoidable Delay. If either Party is unable to perform its obligations, either in whole or in part, under this MOA as a result of civil or military authority, war, flood, fire, epidemic, or other condition or cause beyond its reasonable control and not related to its fault or negligence (an "Unavoidable Delay"), the affected Party will be excused from that performance during that event to the extent that the Party is prevented or delayed thereby. Even though an affected Party will be excused from the applicable performance during an Unavoidable Delay, the other Party will have the rights set forth in Section 2.2.2. During any Unavoidable Delay period, Seller will allocate any available goods for delivery in any manner that is fair and reasonable, consistent with the provisions of Section 2-615 of the Uniform Commercial Code.

14.2 Exclusions. Unavoidable Delay will not include: (a) any computer problems related to a date-change; or (b) any non-performance of Seller's subcontractor or supplier unless that entity's goods or services were not obtainable from another source within a reasonable time period; or (c) a delay that could have been prevented if Seller move the affected Product's production to an alternate facility.

14.3 License Rights. Notwithstanding anything in 14.1, if the Seller ceases to do the business to which this MOA relates, or otherwise terminates its business operations with any reasons, or if Seller expressly agrees in advance, Seller, on request by DCI, hereby grants to DCI or its designated affiliate a worldwide, non-exclusive license under any applicable patent or other intellectual property rights owned or controlled by Seller and to use any technology and know-how owned or controlled by Seller to manufacture, have made, use and sell such Product, for a reasonable royalty fee to be discussed at the time of negotiation between both parties. The terms and conditions, including but not limited to the time of the granting the license, royalty rate, payment of the royalty fees and other things relating to license rights, shall be determined and stipulated in a separate agreement (license agreement) by both Parties' diligent discussion. Seller will transfer and deliver all manufacturing know-how, including documents, formula, vendor names and other documentation necessary to allow DCI to manufacture such Product. DCI will reimburse Seller for Seller's direct cost of personnel, as such costs are incurred, in performance of Seller's obligations hereunder.

15. MISCELLANEOUS

15.1 Parties' Relationship. The relationship of the Parties is that of independent contractors. Nothing in this MOA authorizes either Party or its employees to act as the other Party's agent or representative. Neither Party's employees, agents, or contractors will, under any circumstances, be construed to be the other Party's employees, agents or contractors. If the Parties use any inconsistent terms in any other context, that will refer to the spirit of cooperation between the Parties and not a different relationship.

15.2 Assignment, Subcontractors. Seller will not assign, transfer, or delegate any of its rights, duties, interests, or obligations under this MOA including a subcontract (an "Assignment") without DCI's prior written consent. An "Assignment" will also include any transfer of: (a) at least fifty percent of Seller's assets or ownership; or (b) that portion of Seller's business that relates to this MOA or those Seller assets employed in Seller's performance under this MOA. Any Assignment made without DCI's prior written consent will be void and may, at DCI's election, be cause for termination of this MOA. Nothing in this MOA will be considered to grant any person or entity not a Party any rights or powers whatsoever. No person or entity will be a third party beneficiary of this MOA.

15.3 Interpretation. If any provision of this MOA is held invalid, illegal, or unenforceable by a tribunal of competent jurisdiction, this MOA will be deemed severable and the rest of the MOA will remain enforceable and valid. This MOA's titles and headings are for reference convenience only and will not be used in this MOA's interpretation. This MOA was negotiated between the Parties, each of whom had the opportunity to consult with legal counsel.

15.4 Records. Seller will maintain all accounting, shipping, transportation, manufacturing, marketing, sales and technical records arising from, or related to, Seller's performance of its obligations under this MOA for a period of six years from the later of the Product's manufacture date or the record's creation.

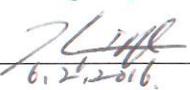
15.5 Waivers/Amendments. No part of this MOA may be waived, modified or supplemented in any manner whatsoever (including a course of dealing or of performance or usage of trade) except by a written document signed by the Parties' authorized representatives. Any Party's failure or delay in exercising any right or remedy relating to this MOA in one or more instances, including, without limitation, acceptance of any insurance or insurance certificate not in compliance with Section 10, will not be a waiver of that Party's right subsequently to require strict performance.

15.6 Entire MOA. This MOA, including all Exhibits and the referenced NDA, constitutes the final and complete MOA between the Parties and supersedes and terminates all prior MOAs and understandings, whether written or oral, between the Parties with respect to the subject matter of this MOA. This MOA is not intended to terminate or supersede any existing agreement between the Parties relating to confidentiality dated 2014-09-01, which shall be extended to remain in effect for the Term of this MOA. No Party has relied on any representation, warranty, or provision not expressly stated in this MOA and no oral statement has been made to either Party that in any way tends to waive any of this MOA.

15.7 Survival of Provisions. All this MOA's warranties, insurance obligations, indemnifications, confidentiality obligations, and other provisions including, without limitation, Sections 8 through 15 hereof, will survive the end of the Term and be fully enforceable thereafter to the full extent necessary to protect the Party in whose favor they run.

ACCEPTED AND AGREED TO BY:

WONIK Holdings Co., Ltd.

By: 
6.21.2016

Print Name: Kim, Chaebin

Title: Executive Vice President

DONALDSON COMPANY INC.

By: 

Print Name: Karthik Viswanathan

Title: Global Director, Integrated Venting Solutions,
Semiconductor & Imaging Business Groups

**EXHIBIT A
TO
SUPPLY MOA**

Products and Prices

Products shall include the product types below for the following gasses: N2, H2, O2, Ar, He, NH3, HCl, TCS, Cl2, CO2

1. AGT (Getter Type)
2. ALP (Line Purifier)
3. ACA (Catalyst Absorber)
4. High Flow Purifier
5. APG/AMG (Pneumatic & Manual Getter)
6. ACG (Catalyst & Getter)
7. Dryer (H2O Removal)
8. Circulation Purifier

Pricing for Products shall be mutually agreed by the Parties.

**EXHIBIT B
TO
SUPPLY MOA**

Packaging and Product Specifications

**EXHIBIT C
TO
SUPPLY MOA**

DCI Equipment