

NON-DISCLOSURE AGREEMENT

This agreement is made and entered into this Jan 31st 2011 by and between **Ion Beam Services S.A** , a corporation having a place of business at ZI Peynier-Rousset - Rue Gaston Imbert prolongée, Peynier 13790, Francea and **ATTO Co., Ltd.**, a Corporation having a place of business at 33 Jije-dong, Pyeongtaek-city Gyeonggi-do, Republic of Korea.

THIS AGREEMENT IS MADE WITH RESPECT TO THE FOLLOWING FACTS:

A. The parties have as their purpose an interest in exploring a possible business relationship, and in order for the parties to explore this relationship, it may be necessary for them to disclose certain of their proprietary and other information to each other, which information each of the parties regards as valuable property.

B. The proprietary information which will be subject to this Agreement is generally described as follows:

- ***Ion implanter equipment, process, and know-how***
- ***PULSION design and features***

NOW, THEREFORE, the parties hereto agree as follows:

1. (a) All of the proprietary information (hereinafter "Proprietary Information"), including, without limitation, all information relating to business plans, financial or technical matters, trade secrets, designs, know-how, inventions, operations and any other information concerning matters set forth in the recitals, received or acquired by one party ("Receiving Party") from the other ("Disclosing Party") in the course of exploring the possible business relationship shall be in written form and shall be marked "PROPRIETARY", "CONFIDENTIAL", or "COMPANY PRIVATE". Proprietary Information which is orally or visually submitted shall be indicated as proprietary at time of disclosure, and thereafter, within thirty (30) days confirmed in writing as such.

(b) The Proprietary Information shall remain the property of the Disclosing Party.

(c) All Proprietary Information disclosed under this Agreement shall be limited to the subject matter mentioned in the Recital above. The existence and terms of this Agreement shall be treated as Proprietary Information.

(d) The Receiving Party shall use a least the same degree of care in protecting the Proprietary Information of the Disclosing Party as it uses to protect its own most valuable Proprietary Information, and in no event less than due care.

2. The Receiving Party shall:

(a) hold the Proprietary Information in confidence and not disclose it to third parties. Further, Proprietary Information shall be disclosed to only those people within its organization or to its agents, consultants, representatives or advisers who have a need to know the information, and who are obligated under terms no less restrictive than those imposed by this Agreement on the Receiving Party.

(b) not use the Proprietary Information for any purpose other than exploring or examining the possibility of a business relationship between the parties.

3. Either party hereto shall have the right, at any time, to terminate, in writing, the discussions and exchange of information in connection with the exploration of the possibilities of a business relationship between the parties without any further obligation or liability to the other party, other than the continuing obligation of confidentiality hereunder. Each party is free to use its own Proprietary Information in pursuing other business relationships.

4. The obligations of the above paragraph 2 shall not apply to any information which:

(a) is available to the public through no breach of this Agreement by the Receiving Party; or

(b) was in the possession of the Receiving Party prior to receipt from the Disclosing Party; or

(c) is received independently from a third party who is free to disclose such information to the Receiving Party; or

(d) is independently developed by the Receiving Party without breach of this Agreement or breach of any other non-disclosure obligation to the Disclosing Party; or

(e) is disclosed pursuant to the requirement or request of a governmental agency or by operation of law.

5. All Proprietary Information delivered to and/or in the possession of the Receiving Party shall be returned to the Disclosing Party or destroyed at the Disclosing Party's option, with all copies made thereof, in whatever form, if the Disclosing Party so requests, except that an archival copy may be maintained as evidence of what Proprietary Information was disclosed.

6. Disclosure of any information under this Agreement, or otherwise, shall not be construed as granting, directly or by implication, any license under or interest of any kind in any patent, patent application, copyright or other intellectual property right of the Disclosing Party.

7. This Agreement supersedes all prior agreements, understandings, representations and statements, whether oral or written, between the parties relating to the disclosure of the Proprietary Information. The terms of this Agreement may not be changed except by subsequent written agreement duly signed by an officer of each of the parties.

8. The obligation of the Receiving Party set forth in Paragraph 2 hereof shall continue for a period of 1 year from the date of each receipt of Proprietary Information. This obligation shall survive for 3 years after the time of termination of this Agreement.

9. In the event of any question, dispute or difference between the parties hereto arising out of or in connection with this Agreement, the parties hereto shall use their best efforts to settle such question, dispute or difference amicably. If not amicably settled such question, dispute or difference shall be finally settled exclusively by under Rules of Arbitration of the International Chamber of Commerce by one or more arbitrations appointed in accordance with the said Rules. Arbitration shall be conducted in the defendant's country. The Arbitration proceedings shall be

conducted in the English language and all notices and other communications relating thereto shall be in English.

10. The Receiving Party acknowledges that remedy of damages may be inadequate to protect the interests of the Disclosing Party in the event of breach or threatened breach of this Agreement. Accordingly, the Receiving Party acknowledges the availability and propriety of injunctive or other equitable relief to the Disclosing Party in addition to any other remedy at law which may be available to the Disclosing Party.
11. The Disclosing Party does not make any representation or warranty, except as may be specifically provided in writing, as to the accuracy or completeness of the Proprietary Information, or as to its utility or suitability for any purpose of the Receiving Party, except that the Disclosing Party warrants that it possesses the right to disclose such Proprietary Information. Except for this warranty, the Disclosing Party expressly disclaims any right of the Receiving Party to rely thereon, or any liability to the Receiving Party resulting from the use of the Proprietary Information.

IN WITNESS WHEREOF, the parties by their duly authorised representatives have executed this Agreement as of the date first set forth above.

Ion Beam Services SA

ATTO Co. Ltd.

By. _____

By _____

Typed Name

Typed Name

Title

Title

Date :

Date :