

NON-DISCLOSURE AGREEMENT

This Non Disclosure Agreement is entered into on Jan. ____, 2011 and effective on Jan. ____, 2011 ("Effective Date") by and between

ATTO Co., Ltd., a corporation organized and existing under the laws of the Republic of Korea having its place of business at 33 Jije-dong, Pyeongtaek-city, Gyeonggi-Do, Korea (hereinafter referred to as "ATTO"), on the one part; and

Advanced Technology Materials, Inc., a Delaware corporation, on behalf of itself and its wholly-owned subsidiaries (collectively, "ATMI"), a company existing under the laws of the State of Connecticut, U.S.A, with its registered office at 7 Commerce Drive, Danbury, Connecticut 06810, U.S.A, on the other part.

WHEREAS, the parties desire to exchange certain confidential and/or proprietary information for the purpose of evaluating the feasibility of the parties' cooperation regarding to study on new precursors for Silicon oxide in memory device application.

WHEREAS, each party is willing to disclose to the other certain aspects of its Confidential Information (as defined hereinafter) relevant to and solely for the Purpose, subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Confidential Information.** "Confidential Information" includes all business, financial, contractual, marketing and/or technical information, in whatever form embodied, which has been or may be disclosed, or to which access is provided, by a party and/or its affiliates ("Discloser") to another party to this Agreement and/or its affiliates ("Recipient"), which (a) if in writing, is marked "confidential", "proprietary" or other similar marking at the time of disclosure, or (b) if provided orally or visually, is identified as confidential at the time of disclosure and confirmed in writing to Recipient within 30 days of such disclosure, unless in either case the information would reasonably be understood by the Recipient to be confidential based on the nature of the information or the circumstances of its disclosure.

For the purposes of this Agreement, "affiliate" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party to this Agreement, but only for so long as such control exists, and where "control" shall mean ownership of more than 50% of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.

2. **Nondisclosure and Nonuse Obligations.** Each of the parties, as Recipient, hereby promises and agrees to receive and hold Confidential Information in confidence, and to protect and safeguard Confidential Information against unauthorized use or disclosure using at least the



same degree of care as Recipient accords to its own confidential information of like importance, but in no case less than a reasonable degree of care. Each party has had or will have those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party sign a non-disclosure agreement in content substantially similar to this Agreement and sign the Participant Agreement (attached hereto as Appendix A). Recipient is responsible for collecting the Participant Agreement and delivering them to Discloser prior to such employees having access to Discloser's Confidential Information. Access shall be limited only to employees listed on Appendix A to this document, unless Recipient notifies Discloser that additional personnel are necessary and Discloser consents to adding such personnel to Appendix A. Without limiting the generality of the foregoing, each party, as Recipient, further promises and agrees:

- (a) not to, directly or indirectly, in any way, disclose, make accessible, reveal, report, publish, disseminate or transfer any Confidential Information to any third party;
- (b) not to use any Confidential Information in any manner whatsoever, except in furtherance of the Purpose in accordance with this Agreement;
- (c) to restrict access to Confidential Information to those of its and its affiliates' officers, directors and employees who have a legitimate need-to-know to carry out the Purpose and who are obligated to protect such Confidential Information pursuant to terms and conditions no less protective of Discloser than those contained in this Agreement; and
- (d) not to reproduce or copy Confidential Information except to the extent necessary to further the Purpose.
- (e) immediately to notify Discloser upon discovery of any loss or unauthorized disclosure of Discloser's Confidential Information.

Furthermore, the existence of any business negotiations, discussions or agreements in progress between the parties shall be kept confidential and shall not be disclosed without written approval of all the parties. Each party shall be liable for any failure of its affiliates to abide by the provisions of this Agreement as if such failure was the act or omission of such party.

3. **Exclusions from Obligations.** Confidential Information does not include, and the obligations under Section 2 shall not apply to, information that such Recipient can evidence: (a) is, or later becomes, publicly available through no act or default of Recipient; (b) is rightfully in its possession though reasonable proof prior to disclosure to Recipient by Discloser; (c) is received in good faith by Recipient from a third party, free of any obligation of confidentiality; (d) was communicated by such Discloser to an unaffiliated third party on an unrestricted basis; or (e) is independently developed without use of Discloser's Confidential Information.

A disclosure by Recipient of Confidential Information of another party in response to a valid order by a court or governmental body or as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, such Recipient shall provide prompt prior written notice thereof to Discloser and permit such Discloser to seek measures to maintain the confidentiality of its Confidential Information.



4. **Ownership and Return of Confidential Information.** Confidential Information disclosed by Discloser shall remain the property of such Discloser, and no license or other rights to such Discloser's Confidential Information is granted or implied hereby. Recipient shall reproduce the symbols, legends or other proprietary notices affixed to Confidential Information, and shall not, nor permit any third party to, remove, add or modify the same.

Recipient shall, upon termination of this Agreement, or upon written request of Discloser, whichever is earlier, immediately, but not later than 10 days after any notice thereof by Discloser, return (or destroy at Discloser's option) all copies of such Discloser's Confidential Information and certify in writing its compliance with this requirement, except that Recipient may retain a copy of such Confidential Information solely for archival purpose.

5. **No Reverse Engineering.** Recipient shall not decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in Confidential Information by any means whatever, except as may be specifically authorized in advance by Discloser in writing.
6. **No Warranty.** Confidential Information is provided "AS IS" and "AS AVAILABLE" without any warranty, express, implied or otherwise, regarding such Confidential Information, except that Discloser warrants in writing that it has the right to disclose its Confidential Information and permit its use hereunder. Nothing herein shall be construed as a commitment by any party to disclose any Confidential Information, to commence or continue negotiations or to enter into any contract or business relationship. Neither this Agreement, nor the disclosure or receipt of Confidential Information, shall constitute or imply any promise or intention by any of the parties or their affiliates to develop, make, purchase or sell any present or future products or services. Any commitment to do or promise any of the foregoing must be in a separate writing signed by an authorized representative of each party. If any such agreement contains warranty provisions, those provisions shall prevail over the corresponding provisions in this Agreement. Each party shall bear its own fees, costs and expenses incurred in carrying out, or otherwise in relation to, this Agreement.
7. **Independent Development.** This Agreement shall not preclude or limit the independent development by or on behalf of any party of any products or systems involving technology or information of a similar nature to that disclosed hereunder or which compete with products or systems contemplated by such information, provided that it is done without use of or reliance upon the other party's Confidential Information. However the party who makes the independent development shall prove as the other party's request that the invention or development is not made by using or reliance upon the other party's Confidential Information.
8. **Improvement.** During the term of this Agreement in the event that each party should make any improvements or inventions with respect to Confidential Information, each party shall immediately notify the other party of such improvements or inventions and agrees to consult and determine whether and who to acquire patents thereon.



9. **Term and Termination.** This Agreement shall be effective from the Effective Date until 1 year thereafter. Either party may terminate this Agreement for any or no reason upon 90 days written notice to the other party. However, any termination of this Agreement shall not relieve Recipient of its confidentiality and use obligations with respect to Confidential Information disclosed prior to the date of such termination. Except for the right to use Confidential Information for the Purpose, which right terminates when this Agreement terminates, Recipient's duty to protect Discloser's Confidential Information expires 3 years from the date on which that Confidential Information was disclosed to Recipient. Sections 4, 5, 7, 10, 11, 15 shall survive any termination of this Agreement.

10. **Contacts.** All notices, documentation and communications shall be in English and sent by personal delivery, pre-paid registered mail, overnight courier or facsimile transmission, to the relevant address set out below and shall be deemed to have been given on the date of receipt.

ATTO	Advanced Technology Materials, Inc.
Hyoung Chan Ha	JaeKun Yang
San #16 Banwol-Dong, Hwasung-City,	KANC 11F, 906-10, Iui-dong, Yeongtong-gu,
Gyeonggi-Do, 445-701, South Korea	Gyeonggi-Do, Korea
Phone: 031-208-2923	Phone: 031 -546-6277
Fax: 031-208-0699	Fax: 031- 546-6292
E-mail: hcha@attoware.co.kr	E-mail: JaYang@atmi.com

11. **Export.** Each party shall comply with all applicable US and other export laws, regulations and rules and, in particular, will not export or re-export Confidential Information without obtaining all required government licenses, approvals or waivers.

12. **Remedies.** Each party acknowledges that any disclosure, use or misappropriation of Confidential Information of another party in violation of this Agreement would cause such party irreparable harm for which there may be no adequate remedy at law. Accordingly, each party agrees that such other party shall have the right to apply to any court of competent jurisdiction for injunctive relief and specific performance, without prejudice to any remedies available to it at law or in equity.

13. **Assignment.** No party shall be entitled to assign, transfer or convey this Agreement or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of all the parties, and any attempt to do so without such consent shall be void.

14. **No Waiver.** No claim, right or remedy of a party under this Agreement shall be deemed to be waived in whole or in part unless such waiver is in writing and signed. No relaxation, forbearance, delay or indulgence by a party in enforcing any of the provisions of this

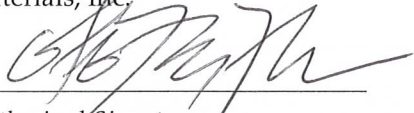


Agreement shall prejudice, affect or restrict the rights of that party under this Agreement, nor shall any waiver by a party of a violation of this Agreement operate as a waiver of any subsequent or continuing violation.

15. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
16. **Governing Law and Venue** This Agreement and any legal action related thereto shall be governed, construed in accordance with the laws of the Republic of Korea, without any conflicts of laws provisions that may require the application of the law of a different jurisdiction. Each party hereby expressly consents that all disputes, controversies or claims between the parties arising out of or in connection with this Agreement (including its existence, validity or termination) that cannot be settled by a mutually amicable arrangement between the parties shall be finally resolved by a lawsuit or litigation of the personal jurisdiction and venue in the Republic of Korea. However, that each party may enforce its or its affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief.
17. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to this Agreement. The English language text of this Agreement shall prevail over any translations thereof.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

For and on behalf of Advanced Technology
Materials, Inc.


Authorized Signature

Print Name: JAE KUN YANG
Title: Key Account Manager

For and on behalf of ATTO.


Authorized Signature

Print Name: Hyung Chen Ha
Title: Vice President

