

INTERNATIONAL REPRESENTATION AGREEMENT

This Agreement made and entered into as of the "11st" day of "January" 2011, by and between "ATTO Co., Ltd." (hereafter called "Company"), a corporation incorporated under the laws of "Korea, R.O.K" having its principal office in "1210-3, Dogok-ri, Poseung-eup, Pyeongtaek-city, Gyeonggi-do, Korea" and "TOMI International Co., Ltd." (hereafter called "Representative"), a corporation incorporated under the laws of "China." having its principal office in "Room303 , Ricky Centre 36 Chong Yip Street Kwun Tong, Kowloon ,Hongkong"

WITNESSETH:

WHEREAS, Company manufactures and sells Semiconductor Fabrication Equipments & LCD Dry etcher of the type set forth in "I. Products", and

WHEREAS, Representative desires to serve as a manufacturer's representative in the territory defined in "I. Territory" for the Products, and

WHEREAS, Company desires to have such Products Promotion for sold in the Territory by Representative,

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

I. Definition

Territory

- (a) The "Territory" covered by this Agreement is a A-Si TFT-LCD Panel Maker in China: (Hefei XinSheng Optoelectronic Technology Co.,Ltd.(BOE B5))
- (b) Section (a) can be changed, added and excepted through the mutual agreed at any time.

Order

- (c) "Order" shall mean those purchase orders for the Products solicited by Representative and confirmed by Company before the expiration or termination of this Agreement.

Products

This Agreement covers the following products:

- (d) The "Products" of Company to be included in this Agreement are as follows:
LCD Dry Etcher of Integrated Process Systems, Ltd.
- (e) Products may be changed, added or deleted to the above list at any time and at the sole discretion of the Company.
- (f) Company reserves the right, without notice and without liability to Representative to change the design or specification of Products.

I-1 Appointment

Company appoints Representative as Company's Non-exclusive representative for the solicitation of orders, in the Territory specified in Section I-(a),(b) and Representative accepts such appointment. Such Appointment shall be subject to the terms and conditions of this Agreement.

For OEM and other special circumstances Company retains the right to sell Products directly to customers located within the Territory.

II. Commissions

- (a) Subject to Section V, Company shall pay to Representative the commissions per the attached Exhibit A on Products sold by Company in the Territory, except as set forth in paragraph in Section V, as a result of Representative's efforts;
- (b) Company reserves the right to change the price, commission, or discounts of Products at any time with sixty (60) days prior written notice to Representative, subject to mutual agreement and market conditions;
- (c) Commissions for Products sold are based upon the Net Selling Price. As used herein, "Net Selling Price" means the net amount of the invoice to the customer.
- (d) All orders received by Representative are subject to approval and acceptance by Company and Company shall not be liable to Representative for Company's failure or refusal to accept any order;
- (e) All commissions shall become due and payable to Representative by Company on the Thirtieth (**30th**) day of the month following the month in which order payment is received by Company from the customer. ;
- (f) In the event of termination of this agreement, Representative will submit to Company a list of outstanding active quotations sent to customers by Company. Company shall pay Representative a reduced commission on orders that materialized after termination which were direct results of the quotations that were generated prior to the effective date of termination according to the following:
 1. On purchase orders that were received within first one (1) months after the effective date of termination – Company will pay Representative **two percent (2%)** of net selling price as a commission.

III. Obligations of REPRESENTATIVE

- (a) Representative shall use its best efforts to promote, sell and service the Products throughout the Territory, meet the mutually agreed upon annual forecasts, diligently seek orders for Company's account, and refer all inquiries for special or non-standard equipment promptly to Company; Representative will furnish Company on the fifth (5th) day of every month with a twelve (12) months rolling forecast for the assigned territory.



- (b) Representative acknowledges that this Agreement creates a relationship of confidence and trust between Representative and Company with respect to any information of a confidential or secret nature applicable to the business of Company. Representative shall keep confidential and not use except within the scope of this Agreement any information relating to Company's customer list, to the design, function, production, components, research and development, or repair of any Product or element thereof or to any other confidential or secret information of Company unless such information is public knowledge through no fault of Representative, and shall indemnify Company for any breach of the obligations contained in this paragraph;
- (c) Representative shall use its best efforts to keep all of its and Company's pricing and sales information away from competitors and shall avoid price lists and the distribution of such lists to customers;
- (d) Representative shall actively assist Company in its performance of market research, providing Company with such information as will be useful in familiarizing Company with the potential market and competitive conditions in the Territory including informing Company about competitive activities and pricing, investment programs and financial statistics, and new applications for Company products;
- (e) Representative shall be responsible for the promotion of the Products in the Territory, including the distribution of catalogs and instruction material pertaining to the Products and their use. Such distribution and any other promotional activities shall, except as specified herein, be at Representatives expense. Company shall actively assist Representatives at all trade shows occurring in the Territory in which Representative exhibits any of the Products;
- (f) Representative, at its own expense, shall participate in sales meetings and sales and product training sessions in the territory – at least four times a year.
- (g) Representative shall use the trademarks, trade names, or proprietary marks of Company, but only in connection with the sale of Products pursuant to this Agreement and always in accordance with written instructions on the use of such mark or name by Company. Representative shall submit all advertising and promotional material for the Products prior to publication for review and approval by Company. Use by Representative of Company trademarks, trade names, or proprietary marks shall in no way confer upon Representative any proprietary interest or any right to use such mark or name after termination of this Agreement;
- (h) Because certain aspects of the Products are protected by patents throughout the world, Representative shall promptly notify Company of any information, which it may obtain concerning actual or suspected infringement of any patent rights relating to the Products;
- (i) Representative understands that Company is subject to regulation by Korea laws and agencies of the Korea Government, including the Korea Department of Commerce, which prohibit export or diversion of Company Products to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable U.S. laws and regulations. Representative warrants that it shall not sell any Products in countries or to users not approved to receive classified technical equipment under applicable Korea laws and regulations, and that it will abide by such laws and regulations

and will hold harmless and indemnify Company from any violations of the applicable Korea laws and regulations as described above;

- (j) Representative shall do nothing which would be reasonably construed to be detrimental to the integrity or the reputation of Company or its Products or which may otherwise tend to disparage the Products or discourage customers from purchasing such Products;
- (k) Representative shall promptly refer to Company any inquiry for products of Company received from customers having facilities outside of the Territory;
- (l) Representative shall maintain written records of all sales calls, quotes and field service and prepare status reports and periodically, but at least as often as monthly, forward a copy of such records to Company. Company maintains an exclusive right to all such information compiled by Representative with respect to the Products;
- (m) Representative will indemnify and hold Company harmless from and against liability, costs and damages to third parties for actions constituting violations of this Agreement;
- (n) Representative agrees that it shall not represent or sell any products that compete with the Products. If representative elect to represent a competitive product, Company may elect to terminate this agreement. Company shall determine, at its sole discretion, what constitutes a competitive product;

IV. Obligations of Company

- (a) Company shall furnish or arrange to furnish Representative with technical advice and services as is reasonably needed to obtain orders, which, in Company's opinion, Representative is unable to perform alone;
- (b) Company shall furnish Representative, without charge, adequate quantities of Company's standard sales promotional literature;
- (c) Company shall furnish or arrange to furnish Representative promptly with information on newly developed products available for sale, the competitive advantages and the potential market for such products;
- (d) Company will provide adequate training at its facilities in the territory of the Representative's technical staff to ensure their proficiency in selling and servicing the Products.
- (e) In the event that a fundamental or design-related technical problem arises with the Products, or new Product introductions, including beta-sites, which cannot be resolved by telephone, fax, or correspondence, Company shall resolve such problem by dispatching its qualified personnel to Representative. Any and all expenses for resolution of such technical problems shall be borne by Company;

V. Reservation of Rights



- (a) Company shall retain the right to sell directly to customers in the Territory or to customers outside the Territory for use in the Territory for OEM or other special circumstances.
- (b) The scope of this Agreement is for the Territory only, and because of other contractual commitments of Company, Representative shall neither promote nor sell the Products outside the Territory without Company's prior written consent;
- (c) Company reserves the right to decline to bid on or accept any order but shall announce its exercise of this right within a reasonable period after receipt of such inquiry or order;

VI. Termination

- (a) This Agreement shall be in force for case close of Hefei XinSheng Optoelectronic Technology Co.,Ltd.(BOE B5) project from the date hereof and in case of the contract extension follow in conference mutually before termination effective thirty (30) days;
* Project Case Close means from the termination of total payment from customer in case of Order received or from confirming the failure of receiving the Purchase Order.
- (b) If have the violation subject of this Agreement in Section IV Obligations of Representative, Company have a right to terminate this contract over the transom at any time;
- (c) This Agreement may be terminated immediately and without notice by Company upon the insolvency, dissolution, or suspension of operation of Representative. This Agreement also may be terminated immediately by Company in the event of a material change in ownership or management of Representative from that existing at the date of this Agreement;
- (d) This Agreement may be terminated by Company in the event Representative commits any act or deed which in Company's sole opinion is detrimental to or adversely affects the business interests of Company, its good name or reputation, or in the event Representative fails by a lack of effort or resources to meet the yearly sales goals set from time to time by Company and communicated to Representative before the beginning of a particular calendar year, or for any other material breach of this Agreement over the transom;
- (e) In the event of termination, Representative shall return to Company all demonstration equipment, spare parts, customer lists, sales literature and technical information and copies thereof in its possession relating to the Products and issued or disclosed by Company during the term of this Agreement and shall take no further action with respect to any negotiation pending at the time of termination;
- (f) Termination of this Agreement shall be without prejudice to any account which may be due from Company or Representative hereunder;
- (g) Neither Company nor Representative shall by reason of the termination of this Agreement be liable to the other for any incidental, special, punitive or consequential damages, loss of prospective profits, of anticipated sales of goodwill, obsolescence of property, other loss of business or the like occasioned solely by such act of termination;



- (h) Sections II. (f) , III. (b), (c), (m), and (n), VI.(f), (g), and (h) and I. (d), (e), and (f) shall survive termination of this Agreement;
- (i) In the event of a change in ownership or control of Company, Company shall ensure that any successor in interest of Company assumes the obligations of Company under this Agreement, including Representative's rights of termination;
- (j) Company and Representative agree with each other that they will not at any time during the course of the Agreement, for any cause, seek to employ directly or indirectly any person who is a director or employee of either party to this Agreement, unless otherwise agreed, in writing, by both parties;
- (k) Representative must provide report of competitor movement & market information with Company, once a week and once a quarter of a year, otherwise Company has a right to terminate this contract over the transom.

VII. Intellectual Property

- (a) All copyright, industrial designs, patents, trade secrets and any other intellectual or industrial property (hereinafter called "Intellectual Property Rights") embodied in the Products shall be the sole exclusive property of ATTO, and ATTO shall retain all rights to file any applications in relation to Intellectual property rights in connection with Products.
- (b) If any of the Products or components themselves or processes used in the manufacture thereof become the subject of a claim, suit or other proceeding for infringement of a patent, copyright or any other intellectual property right(including , but not limited to , misappropriation of trade secrets), ATTO shall indemnify, defend and hold Representative and its customers, representatives or users harmless from and against any losses , damages, costs , expenses(including attorneys' fees)and other liabilities of any nature arising therefore. Without limiting the generality of the foregoing , ATTO shall , at its option and expense, either promptly procure for Representative the right to continue using the Products or components thereof which are subject to the claim , suit or other proceeding in question , or promptly modify the Products or components thereof which are subject to the claim, suit or other proceeding in question , so that they are non infringing , without materially altering the performance, characteristics or functions thereof.
- (c) In the event any of any claim, suit or other proceeding for which Representative seeks indemnification from ATTO, as a condition precedent to ATTO's obligations hereunder, Representative shall:
 - 1) promptly notify ATTO in writing of any such claim, suit or other proceeding or the threat thereof;
 - 2) permit ATTO to have the sole right and authority to defend, prosecute negotiate, compromise and otherwise handle such claim, suit or other proceeding or threat thereof; and
 - 3) cooperate fully with ATTO, including, without limitation, providing such information as ATTO may request.
- (d) If for any reasonable business justification ATTO is unable to assume be defense, prosecution, negotiation, compromise or other handling of any claim, suit or other proceeding for which Representative seeks indemnity, Representative shall, at ATTO's cost and in strict accordance with ATTO's instructions, defend, prosecute, negotiate, compromise and otherwise handle such claim, suit or other proceeding. Representative shall advise ATTO in writing as to all material aspects relating to such claim, suit or other proceeding and, in any event, shall report to ATTO thereon in writing on a regular basis.



VIII. Miscellaneous

- (a) Neither Company nor Representative has any authority to enter into any contract or assume obligation for the other or make any guarantee or representation on behalf of the other by virtue of this Agreement;
- (b) Nothing in this Agreement shall be construed as establishing a relationship of co-partnership or joint venture between Company and Representative. The relationship of Representative to Company is that of independent contractor;
- (c) This Agreement may not be assigned and not be opened by Representative to any third party without Company's prior written consent;
- (d) This Agreement supersedes all prior agreements and understandings existing heretofore between Company and Representative, which agreements and understandings are hereby terminated effective as of the day of this Agreement;
- (e) No failure or delay on the part of Company in exercising any of its rights under this Agreement, including the right of termination hereunder for any one or more defaults shall be construed to prejudice its rights including the right of termination for such or for any other or subsequent default;
- (f) This Agreement shall be construed in accordance with the laws of the Korea. All disputes, controversies, or differences which may arise between the parties, out of or in relations to or in connection with this Agreement, or for the breach thereof, shall be finally settled by binding litigation in Seoul, under the rules of Seoul Central District Court;
- (g) Any notice required to be given under paragraph VI of this Agreement shall be deemed served when sent by registered or certified mail, fax or telex when proper answer back is received, to the other party at the addresses first set forth herein below. Either party may give written notice of a change of address, after notice of such change has been received; any notice shall thereafter be given to such party at such changed address;
- (h) In the event that any patent action, claim, or suit is brought against the representative relating to Company's Products alleging that the use of such patents, trademarks, or trade names constitutes infringement of the proprietary rights of any third party, then Company shall indemnify-and-hold Representative harmless thereof; provided that the Representative shall take such reasonable steps as may be requested by Company to assist in the defense of any such action;



Notices to Company shall be sent to:

ATTO Co., Ltd.

**Company address : 1210-3, Dogok-ri, Poseung-eup, Pyeongtaek-city,
Gyeonggi-do, Korea**

Company fax No. : +82-31-683-4554

or such other address Company may provide Representative.

Notices to Representative shall be sent to:

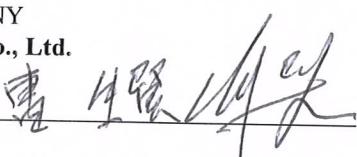
**Company address : Room907 Gaolan Building, No.32 Liangmaqiao Road Chaoyang
District, Beijing, P.R. China**

Company fax No. : +86-10-8451 8799

- (i) IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHICH MAY BE SUFFERED AS A RESULT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by their properly and duly authorized officers or representatives as of the date first above written.

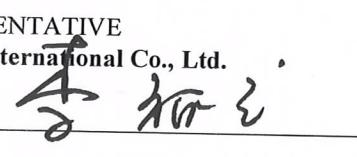
COMPANY
ATTO Co., Ltd.

By: 

Title: _____

Date: 2011. 02. 17

REPRESENTATIVE
TOMI International Co., Ltd.

By: 

Title: _____

Date: 2011. 2. 17

EXHIBIT A
Commission / Discount / Service Fee

A. The total commissions paid by Company to Representative shall be: **Two percent (2%)** of the Net Selling Price as defined in Section II. (c). and this total commission will be reviewed upon renewal of this contract.

Commissions are allocated for services performed by the following schedule;

1. **Two percent (2%)** is earned for the services of selling (i.e., procuring the business and obtaining the purchase order) with Representative's dedicated and non-dedicated sales staff and resources

If for any reason, the Representative is unable or unwilling to fulfill the obligations of any of these areas, Company reserves the right to reduce the commission by the amount allocated as shown above.

Commission payment time: Company should pay the commission to Representative as per customers P/O payment term, as long as Company received the payment from Customers, Company should pay the same portion of commission to Representative by Company on or before the thirtieth (30th) day of the month following the month in which payment for such Product is received by Company from the customer.

2. Company will pay Representative the service fee as follows.

- (a) The service fee shall be **USD60,000**
- (b) Once products were sold within the Territory, the service fee shall be deducted from commission .
- (c) Company shall make payment of service fee to Representative when this Agreement becomes effective.

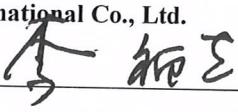
COMPANY
ATTO Co., Ltd.

By _____ 

Title: _____

Date: 2011. 02. 17

REPRESENTATIVE
TOMI International Co., Ltd.

By: 

Title: _____

Date: 2011. 2. 17