

CONFIDENTIAL

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT("Agreement"), effective as of MM, DD, 2011, by and between Canon Marketing Japan Inc. a Japanese corporation having its principal place of business 16-6, Konan 2-chome, Minato-ku, Tokyo 108-8011, Japan (Hereinafter called "Canon") and ATTO CO., LTD a Korean corporation having its principal place of business at 33, Jije-dong, Pyeongtaek-city, Gyeonggi-Do, Republic of Korea , (Hereinafter called "ATTO"), each sometimes referred to hereinafter as a "Party" and jointly as the "Parties,"

WITNESSETH:

WHEREAS, Canon is engaged in the business of marketing industrial products and possesses certain information relating thereto;

WHEREAS, ATTO is engaged in the business of developing, manufacturing certain industrial Products;

WHEREAS, Canon has concern to purchase from ATTO, and to market and resale ATTO's ALD products identified as DB21, Revolver, their related Products and/or their successive or renewal Products (collectively the "ATTO Products"), and ATTO has concern to sell the ATTO Products to Canon;

WHEREAS, Canon and ATTO have a mutual interest in evaluating feasibility to enter into business transaction regarding the ATTO Products between Canon and ATTO (the "Evaluation");

NOW, THEREFORE, the Parties agree as follows:

1. The term "Confidential Information" as used in this Agreement shall mean and be limited to the information listed in Attachment A attached hereto which is disclosed by either Party to the other Party hereunder and which is disclosed in writing or in other tangible form (including facsimile transmission and electronic form) and designated by the legend "CONFIDENTIAL" (or comparable legend) (or of disclosed orally is identified orally as confidential at the time of disclosure and is identified as confidential by the Disclosing Party (as defined below) in writing within seven (7) days of the disclosure). For purposes of this Agreement, either Party who discloses its Confidential Information shall be referred to herein as the "Disclosing Party" and the other Party who receives such Confidential Information from the Disclosing Party shall be referred to as the "Receiving Party."
2. The scope of any disclosure of Confidential Information hereunder shall be determined by the Disclosing Party at its sole discretion. The Disclosing Party shall comply with all applicable export control laws and regulations when it discloses its Confidential Information to the Receiving Party.
3. For a period of three (3) years from the date of disclosure of each item of Confidential Information of the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in confidence, and agrees not to disclose such Confidential Information to any third party, without the prior written consent of the Disclosing Party. The Receiving Party shall be free from any confidentiality obligation, use restriction and other restrictions hereunder regarding Confidential Information disclosed by the Disclosing Party with respect to which such three (3) years period has passed and the Receiving Party may freely use any such Confidential Information without restriction.

4. Whenever the Disclosing Party discloses Confidential information via email, it shall only be sent to the Receiving Party as an encrypted email attachment in applications such as ZIP or Microsoft Office etc..

5. Notwithstanding Section 3 above, the Receiving Party shall be free from any confidentiality obligation, use restriction and other restrictions hereunder regarding any information which:

- (a) is already in the possession of or known to the Receiving Party before the time of disclosure;
- (b) is or becomes publicly known or publicly available without breach of this Agreement by the Receiving Party;
- (c) is approved for release or disclosure to any third party without restriction by the prior written authorization of the Disclosing Party;
- (d) is independently developed by the Receiving Party;
- (e) is rightfully received by the Receiving Party from third party;
- (f) is disclosed by the Disclosing Party to any third party without imposing similar restrictions on such third party;
- (g) is disclosed pursuant to the requirement of a governmental or judicial agency or disclosure is required by operation of law;

6. Any Confidential Information of the Disclosing Party shall remain the property of the Disclosing Party. As to any Confidential Information of the Disclosing Party with respect to which the three (3) years period referred to in Section 3 above has not passed, the Disclosing Party may request in writing and Receiving Party agrees to , ( i ) return to the Disclosing Party such Confidential Information, including any copies thereof, provided that the Disclosing Party shall certify to the Receiving Party in writing the fact of such return, or ( ii ) destroy such Confidential Information, including any copies thereof, and certify to the Disclosing Party in writing the fact of such destruction. At the Disclosing Party's request, an officer of the Receiving Party shall provide a certificate attesting to compliance with the foregoing.

7. No license or right, express or implied, is hereby conveyed or granted by the Disclosing Party to the Receiving Party for any, patent, design patent or design registration, copyright, mask work and trademark of the Disclosing Party.

8. This Agreement is not an agreement by either Party to enter into a business relationship with the other Party. Any agreement for such business relationship shall be at the discretion of the Parties and shall be confirmed by a separate written agreement executed by the Parties.

9. This Agreement contains the entire agreement and understanding between the Parties as to the subject matter hereof, and may not be amended or modified except by a writing which specifically refers to this Agreement and is signed by the authorized representatives of the Parties.

10. 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 on difference amicably. If not amicably settled such question, dispute on difference shall be finally settled exclusively under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall be conducted in the Republic of Singapore. The arbitration proceedings shall be conducted in the English language and all notices and all other communication relating thereto shall be in English.



11. This Agreement shall become effective as of the date first above written and continue to be effective for one(1) year from such date; provided that Sections 2 through 8 above shall survive any termination or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below.

Canon Marketing Japan Inc.

By:

Name:

Title:

Date:

ATTO CO., LTD

By:

Name:

Title:

Date: