**Professional Services Agreement**

**Between**

**Wonik IPS, Co., Ltd.**

**and**

**[ ]**

**dated as of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 0000**

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Master Services Agreement

This Master Services Agreement (this "Agreement"), dated as of \_\_\_\_\_\_\_\_ \_\_\_, 0000 (the "Effective Date"), is by and between [*company name*], [*name of State*] corporation, with offices located at [*principal business of place*](the "Contractor") and Wonik IPS CO. LTD., a company organized under the laws of the country of Korea, with offices located at 75 Jinwisandan-ro, Jinwi-myeon, Pyeotaek-si, Gyeoggi-do, the Republic of Korea(the "the Company", together with Contractor, each a “**Party**” or “**Parties**”).

WHEREAS, from time to time, the Company may sell certain semiconductor equipment manufactured by the Company (the “**Equipment**”) to third party customers located in the United States (“**End-Users**”);

WHEREAS, the Company desires to retain the Contractor to provide set-up, installation, certain hardware and/or process engineering support related maintenance services and any activities requested by Company to the End-Users in accordance with the Company’s servicing standard (the “**Maintenance Program**”);

WHEREAS, the Company desires to have the Contractor provide services to the End-Users in respect of the Maintenance Program;

WHEREAS, upon the terms and conditions hereinafter set forth, and Contractor is willing to perform such services.

NOW THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

# Definitions

"Action" has the meaning set forth in **Section 11.01**.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Change Order" has the meaning set forth in **Section 5.02**.

"Confidential Information" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to the Company, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"Company" has the meaning set forth in the preamble.

"Company Equipment" means any equipment, spare parts, systems, cabling or facilities provided by the Company and used directly or indirectly in the provision of the Services.

"Company Materials" any documents, data, know-how, methodologies, software and other materials provided to Contractor by the Company including computer programs, reports and specifications.

"Deliverables" means all documents, work product and other materials that are delivered to the Company hereunder or prepared by or on behalf of Contractor in the course of performing the Services, including any items identified as such in a Statement of Work.

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Force Majeure Event" has the meaning set forth in **Section 13.01**.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), [mask works,] and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Subcontractor" has the meaning set forth in **Section 3.01(h)**.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"Contractor" has the meaning set forth in the preamble.

"Contractor Contract Manager" has the meaning set forth in **Section 3.01(a)**.

"Contractor Equipment" means any equipment, systems, cabling or facilities provided by or on behalf of Contractor and used directly or indirectly in the provision of the Services.

"Contractor Personnel" means all employees and Permitted Subcontractors, if any, engaged by Contractor to perform the Services.

"Services" mean the Maintenance Program and any professional or other services to be provided by Contractor under this Agreement, as described in more detail in a Statement of Work, and Contractor's obligations under this Agreement.

"Statement of Work" means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

"Term" has the meaning set forth in **Article VI**.

# Services

## Contractor shall (i) operate, maintain and manage the Maintenance Program on behalf of the Company and (ii) also perform certain other specific Services to the Company as described in more detail in each Statement of Work in accordance with the terms and conditions of this Agreement.

## Each Statement of Work shall include the following information, if applicable:

### a detailed description of the Services to be performed pursuant to the Statement of Work;

### any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

# Contractor's Obligations

## The Contractor shall:

### subject to the prior written approval of the Company, not to be unreasonably withheld or delayed appoint a Contractor employee to serve as a primary contact with respect to this Agreement and each applicable Statement of Work and who will have the authority to act on behalf of Contractor in connection with matters pertaining to this Agreement (the "Contractor Contract Manager");

### maintain the same Contractor Contract Manager throughout the Term of this Agreement except for changes in such personnel due to:

#### the Company's request pursuant to **Section 3.01(c)**; or

#### the resignation or termination of such personnel or other circumstances outside of Contractor's reasonable control;

### upon the reasonable written request of the Company, promptly replace the Contractor Contract Manager and any other Contractor Personnel;

### before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;

### prior to any Contractor Personnel performing any Services hereunder ensure that such Contractor Personnel have the legal right to work in the United States;

### comply with, and ensure that all Contractor Personnel comply with, all rules, regulations and policies of the Company that are communicated to Contractor in writing;

### maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Contractor in providing the Services in such form as the Company shall approve. During the Term, upon the Company's written request, Contractor shall allow the Company or the Company's representative to inspect and make copies of such records and interview Contractor Personnel in connection with the provision of the Services; *provided that* any such inspection shall take place during regular business hours no more than once per quarter and the Company provides Contractor with at least five business days advance written notice;

### obtain the Company's written approval prior to entering into agreements with or otherwise engaging any Person, including all subcontractors, other than Contractor's employees to provide any Services and Deliverables to the Company (each such approved subcontractor or other third party, a "Permitted Subcontractor"). The Company's approval shall not relieve Contractor of its obligations under the Agreement, and Contractor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Contractor's own employees. Nothing contained in this Agreement shall create any contractual relationship between the Company and any Contractor subcontractor or supplier; and

### require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement, and, upon the Company's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to the Company.

## Contractor is responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

## Contractor acknowledges that time is of the essence with respect to Contractor's obligations hereunder and that prompt and timely performance of all such obligations is strictly required.

# the Company's Obligations

## the Company shall:

### provide any and all parts of Equipment necessary for the Contractor to perform the Services;

### cooperate with Contractor in all matters relating to the Services and appoint and, in its reasonable discretion, replace a the Company employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of the Company with respect to matters pertaining to this Agreement;

### respond promptly to any Contractor request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Contractor to perform Services in accordance with the requirements of this Agreement;

### provide all vendor manuals, spare parts lists, data books and drawings and such other information as Contractor may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respect;

### obtain and maintain all necessary licences and consents and comply with all applicable Law in relation to the Services, the use of the Company Materials and the use of the Company Equipment in relation to the Contractor Equipment to the extent that such licences, consents and Law relate to the Company's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

## If Contractor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Company, Contractor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by the Company, in each case, to the extent arising directly or indirectly from such prevention or delay.

# Change Orders

## If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Contractor shall, within a reasonable time after such request (and, if such request is initiated by the Company, not more than **five (5)** business days after receipt of the Company's written request), provide a written estimate to the Company of:

### the likely time required to implement the change;

### any necessary variations to the fees and other charges for the Services arising from the change;

### the likely effect of the change on the Services; and

### any other impact the change might have on the performance of this Agreement.

## Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

# Term

This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all outstanding Statements of Work, unless sooner terminated pursuant to **Article XII**.

# Fees and Expenses; Payment Terms

## In consideration of the provision of the Services by the Contractor and the rights granted to the Company under this Agreement, the Company shall pay the fees all and actual activities stipulated in Statement of Work, payable on a monthly basis, subject to any Change Orders or fee adjustments. Payment to Contractor of such fees and the reimbursement of expenses pursuant to this **Article VII** shall constitute payment in full for the performance of the Services, and, the Company shall not be responsible for paying any other fees, costs or expenses. The Parties shall have a meeting on fee adjustment every 3-month during the term of this Agreement.

## The Company agrees to reimburse Contractor for all reasonable travel and out-of-pocket expenses incurred by Contractor in connection with the performance of the Services.

## Contractor shall issue invoices, on monthly basis, to the Company only in accordance with the terms of this Section, and the Company shall pay all properly invoiced amounts due to Contractor within 30 days after the Company's receipt of such invoice as stated in Section 7.01. All payments hereunder shall be in US dollars and made by check or wire transfer.

## The Company shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by the Company hereunder; *provided, that*, in no event shall the Company pay or be responsible for any taxes imposed on, or with respect to, Contractor's income, revenues, gross receipts, personnel or real or personal property or other assets.

# Intellectual Property Rights; the Companyship

## The Company is, and shall be, the sole and exclusive owner of all right, title and interest in and to the Deliverables, including all Intellectual Property Rights therein. Contractor agrees, and will cause its Contractor Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for the Company. To the extent that any of the Deliverables do not constitute a "work made for hire", Contractor hereby irrevocably assigns, and shall cause the Contractor Personnel to irrevocably assign to the Company, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Contractor shall cause the Contractor Personnel to irrevocably waive, to the extent permitted by applicable Law, any and all claims such Contractor Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

## Upon the request of the Company, Contractor shall, and shall cause the Contractor Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Company to prosecute, register, perfect or record its rights in or to any Deliverables.

## The Company and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Company Materials, including all Intellectual Property Rights therein. Contractor shall have no right or license to use any the Company Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to the Company. All other rights in and to the Company Materials are expressly reserved by the Company.

# Confidential Information

## The Receiving Party agrees:

### not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this **Article IX**;

### to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of the Company, to make use of the Services and Deliverables; and

### to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

## If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

### prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

### reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

# Representations and Warranties

## Each party represents and warrants to the other party that:

### it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

### it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

### the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

### when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

## Contractor represents and warrants to the Company that:

### it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

### it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

# Indemnification

## Contractor shall defend, indemnify and hold harmless the Company and the Company's Affiliates and their officers, directors, employees, agents, successors and permitted assigns (each, a "Company Indemnitee") from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "Action") arising out of or resulting from:

### bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Contractor or Contractor Personnel; and

### Contractor's material breach of any representation, warranty or obligation of Contractor set forth in this Agreement.

## Contractor shall defend, indemnify and hold harmless the Company Indemnitees from and against all Losses based on a claim that any of the Services or Deliverables or the Company's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Contractor shall have no obligations under this **Section 11.02** with respect to claims to the extent arising out of:

### any the Company Materials or any instruction, information, designs, specifications or other materials provided by the Company in writing to Contractor;

### use of the Deliverables in combination with any materials or equipment not supplied to the Company or specified by Contractor in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or

### any modifications or changes made to the Deliverables by or on behalf of any Person other than Contractor or Contractor Personnel.

## the Company shall defend, indemnify and hold harmless Contractor and its officers, directors, employees, agents, successors and permitted assigns from and against all Losses arising out of or resulting from:

### bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of the Company; and

### the Company's material breach of any representation, warranty or obligation of the Company in this Agreement.

## The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this **Section 11.04** shall not relieve the indemnifying party of its obligations under this **Section 11.04** except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

# Termination; Effect of Termination

## Either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least **sixty (60)** days' prior written notice to the other party.

## Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

### materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within **thirty (30)** days after receipt of written notice of such breach.

## Upon expiration or termination of this Agreement for any reason:

### Contractor shall (i) promptly deliver to the Company all Deliverables (whether complete or incomplete) for which the Company has paid, all the Company Equipment and all the Company Materials, (ii) promptly remove any Contractor Equipment located at the Company's premises, (iii) provide reasonable cooperation and assistance to the Company upon the Company's written request and at the Company's expense in transitioning the Services to an alternate Contractor, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

### Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause; *provided, however*, that the Company may retain copies of any Confidential Information of Contractor incorporated in the Deliverables or to the extent necessary to allow it to make full use of the Services and any Deliverables.

### In no event shall the Company be liable for any Contractor Personnel termination costs arising from the expiration or termination of this Agreement.

## The rights and obligations of the parties set forth in this **Article 12.04** and **Article I**, **Article VIII**, **Article IX**, **Article X**, **Article XI** and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

# Force Majeure

## No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

### acts of God;

### flood, fire or explosion;

### war, invasion, riot or other civil unrest;

### actions, embargoes or blockades in effect on or after the date of this Agreement;

### national or regional emergency;

(each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

## During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

## The non-affected party may terminate any affected Statement of Work if such failure or delay continues for a period of **[30]** days or more and, if the non-affected party is the Company, receive a refund of any amounts paid to the Contractor in advance for the affected Services. Unless this Agreement is terminated in accordance with this **Section 13.03**, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

# Miscellaneous

## Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

## The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

## Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

## All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the [third] day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 14.04**.

|  |  |
| --- | --- |
| If to Contractor: | **[*name of Contractor*]**  Facsimile: **[*FAX NUMBER*]**  Attention: |
| If to the Company: | **Wonik IPS, Co. Ltd.**  Facsimile: **[FAX NUMBER]**  Attention: **[TITLE OF OFFICER TO RECEIVE NOTICES]** |

## For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules, Exhibits and Statements of Work attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

## This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

## Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

## This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

## The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

## This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

## This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

## Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

## Each party acknowledges that a breach by a party of **Article VIII** (Intellectual Property Rights; the Companyship) or **Article IX** (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

## In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party.

## This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## For the purpose of this Agreement and in order for successful performing the duties and obligations hereunder, both Parties shall agree the following payment term.

## USD [ ] shall be paid to Contractor as a Service Fee in accordance with the Company’s internal rules of payment.

## USD [ ] shall be paid to Contractor as a Service Fee in accordance with the Company’s internal rules of payment.

## If other Service Fees are incurred, both Parties shall have further negotiation on payment terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

|  |  |
| --- | --- |
|  | [Contractor] |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |

|  |  |
| --- | --- |
|  | WONIK IPS, CO., LTD. |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |

Exhibit A

STATEMENT OF WORK

Dated \_\_\_\_\_\_\_, 0000

End-User:

**Services to be Provided**

In addition to those responsibilities described in the Agreement, the Contractor shall be responsible for the establishment and implementation of the following programs, standards and procedures, which require End-User approval and which are included in the "Services" to be provided by the Contractor.

1. Communicating and cooperating with End-User and governmental agencies.
2. Developing the procedures used to operate the Maintenance Service as well as monitoring, evaluating, and proposing revisions to such procedures.
3. Hardware support and process engineer support for Equipment to meet the specification provided from End-User, on-call services
4. Evaluation of the Equipment in End-User’s premises, meeting with End-User on behalf of the Company, sales and marketing, seeking and approach new customers
5. Making a scheme for the Maintenance Services which provide the requirements for:

#### Maintenance Planning

#### Maintenance Procedures

#### Preventive Maintenance

#### Predictive Maintenance

#### Maintenance Training

#### Troubleshooting

1. Management of any parts and components which are:

#### Consumable parts

#### Swap kits

#### Other parts and component for stock

1. Regular and irregular report to the Company in connection with the progress of maintenance, the status of customer services, negotiation with End-User, and annual operation plan etc.
2. Any and activities and services which are requested by the Company only for the purpose of this Agreement

**II. Specific Requirements**

The Contractor, as part of the Services, is responsible for:

A. **Personnel**. Providing such trained personnel as is reasonably necessary to provide the Services set forth in this Agreement.

B. **Services**. Operating and maintaining the Services in accordance with the approved annual operating Plan.

G. Performing such other tasks and services which the Company may reasonably request from time to time in connection with provision of the Services