EXHIBIT 99.4  
  
  
 AFFILIATE AGREEMENT  
  
THIS AFFILIATE AGREEMENT ("Affiliate Agreement") is being executed and delivered  
as of January 12, 2000 by \_\_\_\_\_\_\_\_\_\_\_ ("Stockholder") in favor of and for the  
benefit of APPLIED MATERIALS, INC., a Delaware corporation ("Parent").  
  
 RECITALS  
  
 A. Stockholder is a stockholder of, and is an officer and/or director of,  
Etec Systems, Inc., a Nevada corporation (the "Company").  
  
 B. Parent, the Company and Boston Acquisition Sub, Inc., a wholly owned  
subsidiary of Parent ("Merger Sub"), have entered into an Agreement and Plan of  
Reorganization dated as of January 12, 2000 (the "Reorganization Agreement"),  
providing for the merger of Merger Sub into the Company (the "Merger"). The  
Reorganization Agreement contemplates that, upon consummation of the Merger, (i)  
holders of shares of the common stock of the Company will receive shares of  
common stock of Parent ("Parent Common Stock") in exchange for their shares of  
common stock of the Company and (ii) the Company will become a wholly owned  
subsidiary of Parent. It is accordingly contemplated that Stockholder will  
receive shares of Parent Common Stock in the Merger.  
  
 C. Stockholder understands that the Parent Common Stock being issued in  
the Merger will be issued pursuant to a registration statement on Form S-4, and  
that Stockholder may be deemed an "affiliate" of Parent: (i) as such term is  
defined for purposes of paragraphs (c) and (d) of Rule 145 under the Securities  
Act of 1933, as amended (the "Securities Act"); and (ii) for purposes of  
determining Parent's eligibility to account for the Merger as a "pooling of  
interests" under Accounting Series Releases 130 and 135, as amended, of the  
Securities and Exchange Commission (the "SEC"), and under other applicable  
"pooling of interests" accounting requirements.  
  
 AGREEMENT  
  
 Stockholder, intending to be legally bound, agrees as follows:  
  
 1. Representations and Warranties of Stockholder. Stockholder represents  
and warrants to Parent as follows:  
  
 (a) Stockholder is the holder and "beneficial owner" (as defined in  
Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of the number  
of outstanding shares of common stock of the Company set forth beneath  
Stockholder's signature on the signature page hereof (the "Company Shares"), and  
Stockholder has good and valid title to the Company Shares, free and clear of  
any liens, pledges, security interests, adverse claims, equities, options,  
proxies, charges, encumbrances or restrictions of any nature. Stockholder has  
the right to vote and to dispose of the Company Shares.  
  
  
 (b) Stockholder is the holder of options to purchase the number of  
shares of common stock of the Company set forth beneath Stockholder's signature  
on the signature page hereof (the "Company Options"), and Stockholder has good  
and valid title to the Company Options, free and clear of any liens, pledges,  
security interests, adverse claims, equities, options, proxies, charges,  
encumbrances or restrictions of any nature other than (i) those set forth in the  
option agreement and option plan pursuant to which such Company Options are  
outstanding, and (ii) those arising under community property laws.  
  
 (c) Stockholder does not own, of record or beneficially, directly or  
indirectly, any securities of the Company other than the Company Shares and the  
Company Options.  
  
 (d) Stockholder has carefully read this Affiliate Agreement and, to  
the extent Stockholder felt necessary, has discussed with counsel the  
limitations imposed on Stockholder's ability to sell, transfer or otherwise  
dispose of the Company Shares, the Company Options, the shares of Parent Common  
Stock that Stockholder is to receive in the Merger (the "Parent Shares"), and  
the options to purchase shares of Parent Common Stock that Stockholder is to  
receive in respect of the Company Options in connection with the Merger.  
Stockholder fully understands the limitations this Affiliate Agreement places  
upon Stockholder's ability to sell, transfer or otherwise dispose of securities  
of the Company and securities of Parent.  
  
 (e) Stockholder understands that the representations, warranties and  
covenants set forth in this Affiliate Agreement will be relied upon by Parent  
and its counsel and accountants for purposes of determining Parent's eligibility  
to account for the Merger as a "pooling of interests" and for purposes of  
determining whether Parent should proceed with the Merger.  
  
 2. Prohibitions Against Transfer.  
  
 (a) Stockholder agrees that, during the period from the date 30 days  
prior to the date of consummation of the Merger through the date on which  
financial results covering at least 30 days of post-Merger combined operations  
of Parent and the Company have been published by Parent (within the meaning of  
the applicable "pooling of interests" accounting requirements):  
  
 (i) Stockholder shall not sell, transfer or otherwise dispose  
 of, or reduce Stockholder's interest in or risk relating to, (A) any  
 capital stock of the Company (including, without limitation, the Company  
 Shares and any additional shares of capital stock of the Company acquired  
 by Stockholder, whether upon exercise of a stock option or otherwise),  
 except pursuant to and upon consummation of the Merger, or (B) any option  
 or other right to purchase any shares of capital stock of the Company,  
 except pursuant to and upon consummation of the Merger; and  
  
 (ii) Stockholder shall not sell, transfer or otherwise dispose  
 of, or reduce Stockholder's interest in or risk relating to, (A) any shares  
 of capital stock of Parent (including without limitation the Parent Shares  
 and any additional shares of capital stock of Parent acquired by  
 Stockholder, whether upon exercise of a stock option or  
  
 2  
  
  
 otherwise), or (B) any option or other right to purchase any shares of  
 capital stock of Parent.  
  
 (b) Stockholder agrees that Stockholder shall not effect any sale,  
transfer or other disposition of any Parent Shares unless:  
  
 (i) such sale, transfer or other disposition is effected  
 pursuant to an effective registration statement under the Securities Act;  
  
 (ii) such sale, transfer or other disposition is made in  
 conformity with the requirements of Rule 145 under the Securities Act, as  
 evidenced by a broker's letter and a representation letter executed by  
 Stockholder (satisfactory in form and content to Parent) stating that such  
 requirements have been met;  
  
 (iii) counsel reasonably satisfactory to Parent shall have advised  
 Parent in a written opinion letter (satisfactory in form and content to  
 Parent), upon which Parent may rely, that such sale, transfer or other  
 disposition will be exempt from the registration requirements of the  
 Securities Act; or  
  
 (iv) an authorized representative of the SEC shall have rendered  
 written advice to Stockholder to the effect that the SEC would take no  
 action, or that the staff of the SEC would not recommend that the SEC take  
 action, with respect to such sale, transfer or other disposition, and a  
 copy of such written advice and all other related communications with the  
 SEC shall have been delivered to Parent.  
  
 3. Stop Transfer Instructions; Legend.  
  
 Stockholder acknowledges and agrees that (a) stop transfer  
instructions will be given to Parent's transfer agent with respect to the Parent  
Shares, and (b) each certificate representing any of such shares shall bear a  
legend identical or similar in effect to the following legend (together with any  
other legend or legends required by applicable state securities laws or  
otherwise):  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A TRANSACTION TO  
 WHICH RULE 145(d) OF THE SECURITIES ACT OF 1933 APPLIES AND MAY NOT BE  
 OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED  
 EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH RULE AND IN ACCORDANCE  
 WITH THE TERMS OF AN AGREEMENT DATED AS OF JANUARY 12, 2000, BETWEEN THE  
 REGISTERED HOLDER HEREOF AND THE ISSUER, A COPY OF WHICH IS ON FILE AT THE  
 PRINCIPAL OFFICES OF THE ISSUER."  
  
 4. Independence of Obligations. The covenants and obligations of  
Stockholder set forth in this Affiliate Agreement shall be construed as  
independent of any other agreement or arrangement between Stockholder, on the  
one hand, and the Company or Parent, on the other. The existence of any claim  
or cause of action by Stockholder against the Company or Parent  
  
 3  
  
  
shall not constitute a defense to the enforcement of any of such covenants or  
obligations against Stockholder.  
  
 5. Specific Performance. Stockholder agrees that in the event of any  
breach or threatened breach by Stockholder of any covenant, obligation or other  
provision contained in this Affiliate Agreement, Parent shall be entitled (in  
addition to any other remedy that may be available to Parent) to: (a) a decree  
or order of specific performance or mandamus to enforce the observance and  
performance of such covenant, obligation or other provision; and (b) an  
injunction restraining such breach or threatened breach. Stockholder further  
agrees that neither Parent nor any other person or entity shall be required to  
obtain, furnish or post any bond or similar instrument in connection with or as  
a condition to obtaining any remedy referred to in this Section 5, and  
Stockholder irrevocably waives any right he may have to require the obtaining,  
furnishing or posting of any such bond or similar instrument.  
  
 6. Other Agreements. Nothing in this Affiliate Agreement shall limit any  
of the rights or remedies of Parent under the Reorganization Agreement, or any  
of the rights or remedies of Parent or any of the obligations of Stockholder  
under any agreement between Stockholder and Parent or any certificate or  
instrument executed by Stockholder in favor of Parent; and nothing in the  
Reorganization Agreement or in any other agreement, certificate or instrument  
shall limit any of the rights or remedies of Parent or any of the obligations of  
Stockholder under this Affiliate Agreement.  
  
 7. Notices. Any notice or other communication required or permitted to be  
delivered to Stockholder or Parent under this Affiliate Agreement shall be in  
writing and shall be deemed properly delivered, given and received (a) when  
delivered by hand, or by courier or express delivery service or by facsimile, or  
(b) two business days after sent by registered mail to the address or facsimile  
telephone number set forth beneath the name of such party below (or to such  
other address or facsimile telephone number as such party shall have specified  
in a written notice given to the other parties hereto):  
  
 if to Parent:  
  
 Applied Materials, Inc.  
 0000 Xxxxxx  
 Xxxxx Xxxxx, XX 00000  
  
 Attention: Xxxxxx X. Xxxxxxx  
 Mail Stop: 2061  
 Facsimile: (000) 000-0000  
  
 and  
  
 Attention: Xxxxxxxxx Xxxxx  
 Mail Stop: 1954  
 Facsimile: (000) 000-0000  
  
  
 if to Stockholder:  
  
 at the address set forth below Stockholder's signature on the  
 signature  
  
 4  
  
  
 page hereof.  
  
  
 8. Severability. If any provision of this Affiliate Agreement or any  
part of any such provision is held under any circumstances to be invalid or  
unenforceable in any jurisdiction, then (a) such provision or part thereof  
shall, with respect to such circumstances and in such jurisdiction, be deemed  
amended to conform to applicable laws so as to be valid and enforceable to the  
fullest possible extent, (b) the invalidity or unenforceability of such  
provision or part thereof under such circumstances and in such jurisdiction  
shall not affect the validity or enforceability of such provision or part  
thereof under any other circumstances or in any other jurisdiction, and (c) the  
invalidity or unenforceability of such provision or part thereof shall not  
affect the validity or enforceability of the remainder of such provision or the  
validity or enforceability of any other provision of this Affiliate Agreement.  
Each provision of this Affiliate Agreement is separable from every other  
provision of this Affiliate Agreement, and each part of each provision of this  
Affiliate Agreement is separable from every other part of such provision.  
  
 9. Applicable Law; Jurisdiction. THIS AFFILIATE AGREEMENT IS MADE  
UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF  
DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN,  
WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. In any action between  
or among any of the parties, whether arising out of this Affiliate Agreement or  
otherwise, (a) each of the parties irrevocably and unconditionally consents and  
submits to the exclusive jurisdiction and venue of the state and federal courts  
located in the County of Santa Xxxxx, State of California; (b) if any such  
action is commended in a state court, then, subject to applicable law, no party  
shall object to the removal of such action to any federal court located in the  
Northern District of California; (c) each of the parties irrevocably waives the  
right to trial by jury; and (d) each of the parties irrevocably consents to  
service of process by first class certified mail, return receipt requested,  
postage prepared, to the address at which such party is to receive notice in  
accordance with Section 7.  
  
 10. Waiver; Termination. No failure on the part of Parent to exercise any  
power, right, privilege or remedy under this Affiliate Agreement, and no delay  
on the part of Parent in exercising any power, right, privilege or remedy under  
this Affiliate Agreement, shall operate as a waiver of such power, right,  
privilege or remedy; and no single or partial exercise of any such power, right,  
privilege or remedy shall preclude any other or further exercise thereof or of  
any other power, right, privilege or remedy. Parent shall not be deemed to have  
waived any claim arising out of this Affiliate Agreement, or any power, right,  
privilege or remedy under this Affiliate Agreement, unless the waiver of such  
claim, power, right, privilege or remedy is expressly set forth in a written  
instrument duly executed and delivered on behalf of Parent; and any such waiver  
shall not be applicable or have any effect except in the specific instance in  
which it is given. If the Reorganization Agreement is terminated, this  
Affiliate Agreement shall thereupon terminate.  
  
 11. Captions. The captions contained in this Affiliate Agreement are for  
convenience of reference only, shall not be deemed to be a part of this  
Affiliate Agreement and shall not be referred to in connection with the  
construction or interpretation of this Affiliate Agreement.  
  
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 12. Further Assurances. Stockholder shall execute and/or cause to be  
delivered to Parent such instruments and other documents and shall take such  
other actions as Parent may reasonably request to effectuate the intent and  
purposes of this Affiliate Agreement.  
  
 13. Entire Agreement. This Affiliate Agreement, the Reorganization  
Agreement and any Voting Agreement between Stockholder and Parent collectively  
set forth the entire understanding of Parent and Stockholder relating to the  
subject matter hereof and thereof and supersede all other prior agreements and  
understandings between Parent and Stockholder relating to the subject matter  
hereof and thereof.  
  
 14. Non-Exclusivity. The rights and remedies of Parent hereunder are not  
exclusive of or limited by any other rights or remedies that Parent may have,  
whether at law, in equity, by contract or otherwise, all of which shall be  
cumulative (and not alternative).  
  
 15. Amendments. This Affiliate Agreement may not be amended, modified,  
altered or supplemented other than by means of a written instrument duly  
executed and delivered on behalf of Parent and Stockholder.  
  
 16. Assignment. This Affiliate Agreement and all obligations of  
Stockholder hereunder are personal to Stockholder and may not be transferred or  
delegated by Stockholder at any time. Parent may freely assign any or all of  
its rights under this Affiliate Agreement, in whole or in part, to any other  
person or entity without obtaining the consent or approval of Stockholder.  
  
 17. Binding Nature. Subject to Section 16, this Affiliate Agreement will  
inure to the benefit of Parent and its successors and assigns and will be  
binding upon Stockholder and Stockholder's representatives, executors,  
administrators, estate, heirs, successors and assigns.  
  
 18. Survival. Each of the representations, warranties, covenants and  
obligations contained in this Affiliate Agreement shall survive the consummation  
of the Merger.  
  
  
 (Remainder of page left blank intentionally)  
  
 6  
  
  
 Stockholder has executed this Affiliate Agreement on January \_\_, 2000.  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Signature)  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Print Name)  
  
  
 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Facsimile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
NUMBER OF OUTSTANDING SHARES OF  
COMMON STOCK OF THE COMPANY  
HELD BY STOCKHOLDER:  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
NUMBER SHARES OF COMMON STOCK OF THE COMPANY  
SUBJECT TO OPTIONS HELD BY STOCKHOLDER:  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 7