

COMMUNITY OF INTEREST AND JOINT DEFENSE AGREEMENT

This Community of Interest and Joint Defense Agreement (“Agreement”) is among the undersigned SK hynix Inc., SK hynix America Inc., and SK hynix memory solutions Inc. (collectively, “SK hynix”) (including its counsel), and the undersigned plasma generator supplier, WONIK IPS (including its counsel) (collectively “Members of the Joint Defense Group” or “Members”) and is intended to memorialize the agreement regarding the privileged and confidential exchange of communications, documents and information among the Members for the common purpose of facilitating the defense of the undersigned parties in connection with their common interests.

Zond, Inc. (“Zond”) purports to be the lawful assignee of all right, title and interest in and to U.S. Patent No 6,853,142, U.S. Patent No. 7,604,716, U.S. Patent No. 7,808,184, U.S. Patent No. 6,806,652, U.S. Patent No. 6,805,779, U.S. Patent No. 7,147,759, and U.S. Patent No. 7,811,421 (collectively “the Patents”).

Zond has brought a lawsuit against SK hynix in the United States District Court for the District of Massachusetts (Civil Action No. 1:13-cv-11591-RGS) (“the Matter”) alleging that one or more of the Patents are infringed by one or more products produced by SK hynix. In particular, Zond alleges that certain of SK hynix’s semiconductor products are manufactured by using a technology for generating strongly ionized plasmas as described and claimed in the Patents. Among the accused products, one or more products are produced by utilizing one or more plasma generators supplied by WONIK IPS (“Supplier”). As of the date on which this Agreement is entered into by and among Members of the Joint Defense Group, no basis, either legal or technical, is found yet for determining whether any technology that has been utilized by the plasma generator(s) supplied by Supplier is relevant to the Patents allegedly infringed and/or the Matter. Nonetheless, Supplier, in good faith and in consideration of cooperative business relationship formed between SK hynix and Supplier, agrees to enter into this Agreement.

The Members include signatories to this Agreement as well as any affiliates (*i.e.*, companies related by an ownership interest) of the signatories who share a common interest with respect to the Patents and/or the Matter through either direct involvement in the Matter or a business and/or legal relationship including but not limited to a potential indemnity obligation.

For the purpose of this Agreement, the word “counsel” means (a) outside counsel representing a Member of the Joint Defense Group with respect to the Patents, and their legal staff (including law firm attorneys, paralegals, or other employees), who are working on matters related to the Patents; (b) in-house counsel who are directly employed by a Member of the Joint Defense Group and are representing that Member of the Joint Defense Group with respect to the Patents, and their legal staff; (c) experts, outside vendors, outside graphics specialists, outside jury consultants, and any other consultant working on behalf of a Member of the Joint Defense Group with respect to the Patents; (d) in-house personnel who are working with outside or in-house counsel on intellectual property and legal issues relating to the Patents and/or the Matter; and (e) any other persons expressly agreed to in writing by the Members.

The Members through their respective counsel have concluded that facts and information known by each of them may assist one or more other Members of the Joint Defense Group in the

preparation of defenses for itself and its customers. The Members therefore recognize their mutuality of interest in a common defense as to the Patents and the Matter, including but not limited to jointly developing defenses on some issues, including non-infringement and/or invalidity, facilitating fact gathering and legal analysis, and establishing other procedures for cooperation between and among the Members, while preserving to the fullest extent permitted by law the protection against disclosure afforded under the work-product doctrine, attorney-client privilege, joint-defense doctrine, common interest doctrine, self-evaluative privilege, and/or other applicable rules of law (collectively, the “Rules of Nondisclosure”).

By entering into this Agreement, the Members intend to avoid any possibility of waiver or compromise of the attorney-client privilege, the work-product doctrine, or other Rules of Nondisclosure.

For the purpose of this Agreement, the term “Joint Defense Materials” means documents, electronically stored information (“ESI”), and communications and information embodied in any form, whether oral or written, relating to potential claims and defenses that are given to or received pursuant to a voluntary exchange between and among the Members. These materials include, without limitation, documents, things, information, mental impressions, factual materials, memoranda, draft memoranda, opinions of counsel, communications between and among the Members pursuant to this Agreement, analyses of claims or defenses, analyses of legal strategy or tactics, meeting summaries, interview reports and expert reports, and include without limitation any information or materials exchanged pursuant to this Agreement that are protected by the attorney-client privilege, work-product immunity, or other Rules of Nondisclosure. Further definition of Joint Defense Materials is contained in the covenants below. Nothing in this Agreement, however, is intended to limit the full scope of protection from disclosure afforded by the community of interest privilege as provided by law.

The Members agree to enter into a voluntary “at will” sharing of Joint Defense Materials, while retaining full rights to act independently with respect to the Patents. To this end, any Member may withdraw from this Agreement at any time, subject only to the maintenance of all applicable privileges, exceptions, and confidentiality as to all Joint Defense Materials exchanged by the Members of the Joint Defense Group, to the maximum extent permitted by law.

1. Joint Defense Materials. The Joint Defense Materials shared by the Members pursuant to this Agreement may include attorney-client privilege and work product materials. A Member of the Joint Defense Group need not designate material or information as Joint Defense Materials in order to have them be subject to this Agreement. Whenever possible, Joint Defense Materials shall be labeled as “Joint Defense Materials -- Subject to Joint Defense Agreement,” but failure to so label any materials shall not exclude those materials from the scope of Joint Defense Materials and shall not constitute a waiver of any evidentiary privilege, immunity, exception or protection, nor a waiver of any right or obligation provided for in this Agreement. All materials and information, including that which is subject to an attorney-client privilege or work product immunity, that are exchanged between the Members pursuant to this Agreement shall be deemed Joint Defense Materials. Each Member in its sole discretion may provide any other Member of the Joint Defense Group with Joint Defense Materials, which the providing Member of the Joint Defense Group believes may further the joint and common effort. Nothing

in this Agreement shall create any obligation on the part of any Member of the Joint Defense Group to share or disclose any materials or information whether privileged or not.

2. Joint Defense Privilege. The Members expressly agree, intend, and understand that it is in their mutual interest, and is reasonably necessary, to share information relating to the common legal interest regarding the Matter and/or the Patents, including but not limited to the exchange of oral and written communications regarding litigation strategies and common defenses (including but not limited to the proper construction of the claims of the patents in suit, non-infringement of the Patents by the accused products or technology, the failure of the claims to satisfy the requirements of 35 U.S.C. §§ 102, 103 and/or 112, other invalidity of the claims, and/or unenforceability of the patents in suit). The Members may not disclose to each other such Joint Defense Materials but for their mutual and common interests and but for the undertakings in this Agreement. The Members agree that the disclosure of Joint Defense Materials to the Joint Defense Group is not intended to waive any applicable privilege or protection. The Members intend to preserve to the maximum extent permitted by law the attorney-client privilege, the work-product protection, and/or other Rules of Nondisclosure. All work performed by the Members of the Joint Defense Group pursuant to this Agreement and communications among counsel for the Members of the Joint Defense Group in connection with such representation of their respective clients shall be conducted and protected pursuant to the community of interest and joint defense doctrine.

3. Preservation of Non-Privileged Status. Documents or information that is otherwise not privileged shall not gain any privilege or immunity by virtue of disclosure as Joint Defense Materials under this Agreement; however, the fact of communication of such Joint Defense Materials shall be privileged pursuant to this Agreement.

4. No Waiver by Disclosure to Other Members of the Joint Defense Group. The Members agree that the disclosure of Joint Defense Materials by one Member to other Members of the Joint Defense Group is not intended to and shall not constitute a waiver of any applicable privilege, immunity or other protection against disclosure that would otherwise apply to the Joint Defense Materials.

5. Inadvertent Disclosure of Joint Defense Materials. The Members agree that the inadvertent or unintentional disclosure of privileged or work product materials supplied under this Agreement, regardless of whether the information was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of any applicable confidentiality, privilege or immunity, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter (and none of the Members will assert such a waiver argument). Upon the discovery of the inadvertent error, the disclosing Member of the Joint Defense Group must immediately upon discovery notify the Joint Defense Group and the Members shall cooperate to restore the confidentiality, privilege or immunity to that disclosed material, including retrieval of all copies, if possible.

6. Use of Joint Defense Materials. Each Member agrees that the Joint Defense Materials and related communications received from another Member of the Joint Defense Group pursuant to this Agreement may be used, subject to the limitations in this Paragraph 6 and Paragraph 7 below, solely with regard to any proceedings relating to the Patents, including the



Matter, brought by it or against it by Zond and may not be used, unless obtained in a manner described in Paragraph 28 below, for any other purpose including for business or commercial purposes. Each Member agrees that such materials and communications, unless separately and independently obtained from authorized sources, may not be used by one Member of the Joint Defense Group against any other Member of the Joint Defense Group in any existing or future litigation, including in the Matter, or for any other purpose other than as described in this Agreement and, to the extent obtained as part of the joint defense efforts, is not discoverable in any such litigation, but publicly available materials provided by a Member may be used for any purpose by a receiving Member once disclosed in any pleading (including any disclosure under the local rules) filed or served in this Matter. Notwithstanding the foregoing, each Member recognizes that such materials and communications may be relevant to subsequent actions by or between the Members of the Joint Defense Group, or relating to one of the Members of the Joint Defense Group, and agree that such materials and communications shall not be discoverable solely because they were disclosed under this Agreement. In addition, such materials and communications shall be subject to the protection of Rule 408 of the Federal Rules of Evidence and the corresponding or equivalent state laws to the extent allowed by law.

The Joint Defense Group agrees and acknowledges that no Joint Defense Materials provided by one Group Member under this Agreement will be specifically incorporated into any advice or opinions of counsel upon which another Member of the Joint Defense Group may rely in response to a charge of willful infringement, or any other charge, by Zond, without prior written consent from the providing Group Member or unless such Joint Defense Materials are obtained in a manner described in Paragraph 28 below.

Subject to the provisions of Paragraph 28 below, Joint Defense Materials and communications may not be used by a receiving Member of the Joint Defense Group in a motion for summary judgment of invalidity or for other purposes, such as settlement negotiations, without the prior authorization of the furnishing Member of the Joint Defense Group. This provision does not apply to documents or information otherwise produced during litigation, subject to the restrictions of any Protective Orders entered during litigation. Furthermore, this provision does not prevent any Member of the Joint Defense Group from disclosing publicly available prior art in connection with the present case in accordance with applicable disclosure rules under the Federal Rules of Civil Procedure and the corresponding local rules, including in invalidity contentions, or from disclosing publicly available prior art to the United States Patent and Trademark Office in connection with any petition for review or reexamination of one of the Patents.

7. Obligation to Keep Confidential. The Members agree to maintain the confidentiality of all Joint Defense Materials. Except as provided herein, Joint Defense Materials that one Member of the Joint Defense Group including its counsel receives from another Member of the Joint Defense Group including its counsel pursuant to this Agreement shall not be furnished by the receiving Member of the Joint Defense Group to Zond or any non-Member of the Joint Defense Group, by way of production of copies or disclosure of the contents of the materials exchanged, or used in connection with any actions or in defense of any claims, without the prior written consent of the furnishing Member of the Joint Defense Group, or pursuant to a written court order. This Agreement shall not prohibit disclosure by a Member of the Joint Defense Group of materials that the Member alone has prepared or obtained, which



contain no privileged, confidential, or protected information obtained directly or indirectly from another Member of the Joint Defense Group, and which are Joint Defense Materials only because that Member has delivered them to other Members of the Joint Defense Group; nor shall this Agreement prevent a Member of the Joint Defense Group from using in connection with the assertion or the defense of claims in the Matter any non-privileged, non-confidential facts, documents, and theories that are learned or derived from Joint Defense Materials. Additionally, this provision does not prohibit the disclosure of publicly available materials to experts or consultants independently retained by each of the Member.

8. No Agency. This Agreement shall not create any agency, partnership, privity, or similar relationship among the Members. No Member shall have authority to waive any applicable privilege or doctrine on behalf of the Joint Defense Group or on behalf of any other Member of the Joint Defense Group; nor shall any waiver of an applicable privilege or doctrine by the conduct of any Member of the Joint Defense Group be construed to apply to the Joint Defense Materials or to any other Member of the Joint Defense Group. The Members hereby agree that any judgment relating to one Member of the Joint Defense Group shall not be deemed binding on any other Member of the Joint Defense Group and shall not have the effect of res judicata or collateral estoppel by reason of this Agreement.

9. Legal Advice. Each party to this Agreement acknowledges that it has sought legal advice in connection with the negotiation, drafting, and execution of this Agreement. Each party to this Agreement represents that it believes that the benefits of being a Member of this Agreement outweigh any of the limitations imposed by this Agreement.

10. Rights to Settle. Nothing in this Agreement shall limit or interfere with the right and ability of any Member of the Joint Defense Group to enter into individual settlements or take a license to the Patents; provided, however, that the Members shall at all times comply with the obligations set forth in this Agreement to maintain the privileged and/or confidential nature of any Joint Defense Materials which a Member of the Joint Defense Group including its counsel receives pursuant to this Agreement. As such, the privilege and/or confidential nature of any Joint Defense Materials that exists at common law and is confirmed in this Agreement shall not be waived and shall be deemed to continue in full force and effect.

11. No Obligation to Assist. Nothing in this Agreement shall obligate any Member of the Joint Defense Group in any way to assist another Member of the Joint Defense Group. Each Member of the Joint Defense Group expressly reserves the right to make its own independent judgments in all matters and on all issues and to conduct its own independent defense in this Matter and in any related proceedings involving one or more of the Patents. Each Member of the Joint Defense Group shall make its own independent judgments on whether or not to petition the United States Patent and Trademark Office to review one or more of the Patents or to request reexamination of one or more of the Patents, and, except to the extent that Members elect to jointly file a petition and so notify the United States Patent and Trademark Office, each Member shall make its own independent judgments on the conduct of any such proceedings and the arguments to be presented therein. Nothing in this Agreement shall obligate any Member of the Joint Defense Group to take any position on a petition for review or request for reexamination by the United States Patent and Trademark Office of one or more Patents filed by another member, or any arguments presented in such proceedings. No Member of the Joint



Defense Group has effective control over another Member of the Joint Defense Group. Nothing in this Agreement shall obligate any Member of the Joint Defense Group to undertake the defense of any other Member of the Joint Defense Group, or to participate in any such defense, whether in the Matter or in any proceeding before the United States Patent and Trademark Office involving one or more of the Patents, or to indemnify any other Member of the Joint Defense Group. For conflicts of interest purposes, counsel for the respective Members is deemed to represent only their respective client(s), and not the Joint Defense Group as a whole or other Member(s) of the Joint Defense Group (unless otherwise agreed to by the individual clients and counsel). In case where any Member of the Joint Defense Group desires to take any proceeding against Zond outside the legal frame, including but not limited to entering into any settlement, shifting to an alternative dispute resolution scheme, or reaching an agreement in any other form with Zond, and if the potential outcome of such proceeding, to the reasonable judgment of such Member, is likely to affect the right and interest of the other Member of the Joint Defense Group, such Member shall not undertake the proceeding without a prior written notice to the other Members of their intention to do so and further negotiation as to the forecast of the possible outcomes, which shall be giving the other Members sufficient opportunities to take appropriate measures to protect their rights and interests against the potential outcome of the proceeding.

12. Existing Obligations. No rights or obligations created by this Agreement are intended to amend, modify, supplement or replace any legal or contractual obligation or authority created by any other agreement entered into at any time between or among any of the Members or any affiliated entity of any Member.

13. Waiver of Potential Conflicts. Neither this Agreement nor the sharing of Joint Defense Materials, even if such materials are deemed to be substantially related to other litigation in which a Member may be involved, shall be grounds for seeking disqualification of any counsel in any action or matter, even if such action or matter involves counsel being adverse to a Member of the Joint Defense Group, and by entering into this Agreement, each Member and its counsel knowingly and intentionally waive any conflict of interest or other objection that might otherwise be available based upon the sharing of Joint Defense Materials pursuant to this Agreement. No Member will seek to disqualify any other Member's counsel from examining or cross-examining any Member (or person related to a Member) on the grounds of participation in this Agreement or receipt of information hereunder.

14. No Creation of Attorney-Client Relationship. It is understood that each Member of the Joint Defense Group retains its separate and independent judgment with respect to the exercise of the rights and obligations of this Agreement, and nothing herein is intended to provide any Member or Members with control over any other Member. It is further understood and agreed that each Member may continue to exercise its own judgment as to the strategy and course of the Matter and/or other legal proceedings relating to the Patents, subject to obligations in any relevant indemnification agreement. Nothing in this Agreement nor the sharing of any Joint Defense Materials under this Agreement shall be deemed to create an attorney-client relationship or any duties between any counsel and anyone other than the Member of the Joint Defense Group represented by that counsel. The fact that a counsel has participated in this Agreement and received information pursuant to it shall not in any way preclude such counsel from representing any interest that may be construed to be adverse to a Member in connection with the Matter or any other matter, whether related or unrelated to the Matter. This Agreement



does not grant any right to any Member of the Joint Defense Group to control, influence, or be consulted with respect to any aspect of the defenses or claims asserted by another Member of the Joint Defense Group.

15. No Indemnification. This Agreement is not intended to have any effect on any indemnification or warranty obligations between or among the Members or affiliated entities and shall not be used by any Member to advance any argument that any Member (including affiliated entities of any Member) either does, or does not, have any obligation to indemnify or provide a warranty to any other Member of the Joint Defense Group (including affiliates or subsidiaries). By entering into this Agreement, no Member concedes that it owes a duty of indemnification to any other Member of the Joint Defense Group, and no Member waives any right to seek indemnification from any other Member of the Joint Defense Group.

16. Privilege Continues After Adversity Arises. The Members agree that information communicated under this Agreement shall continue to be held confidential and subject to privilege even if adversity of interest may be discerned or arise between or among the Members of the Joint Defense Group, irrespective of any claim that the community of interest or joint defense privilege otherwise may become prospectively inoperative by virtue of such claimed adversity. If adversity arises and the applicable Members do not agree to waive the conflict, they shall be required to withdraw from this Agreement.

17. All Disclosures Made Pursuant to This Agreement. All disclosures and exchanges of Joint Defense Materials between counsel and the Members as of the date of the execution of this Agreement will be made pursuant to this Agreement. This Agreement also confirms that, to the extent the Members have already communicated with each other prior to the execution of this Agreement concerning any aspect of the Patents including any assertions regarding them, in support of a defense of claims of the Patents, or in recognition that there was a commonality of interest among them relating to claims in the Matter and/or assertions regarding the Patents, their communications and work product were and are privileged, were and are subject to any applicable community of interest privilege, remain protected by the attorney-client privilege and work product doctrine, and now are subject to this Agreement.

18. Disclosure to Fewer Than All Members of the Joint Defense Group. To prevent undesired disclosure of proprietary information to any Member of the Joint Defense Group that may be a competitor with any other Member of the Joint Defense Group, Joint Defense Materials may be selectively, confidentially disclosed by any Member of the Joint Defense Group only to any other subset of Members of the Joint Defense Group. Such selective, confidential disclosure will be clearly designated as such and/or will specifically identify the Member of the Joint Defense Group (or Members of the Joint Defense Group) to be excluded from such disclosures. In such case, the receiving subset of Members of the Joint Defense Group shall not disclose such Joint Defense Materials to any excluded Members of the Joint Defense Group.

19. Disclosure to Outside Counsel Only. Any Member disclosing information may designate such disclosed information it deems highly proprietary as "Outside Counsel Only," and such information shall only be disclosed to the outside counsel (and their staff) for all Members



of the Joint Defense Group, and to outside experts and consultants, but shall not be disclosed to any of the undersigned companies, including their in-house counsel.

20. Attempted Discovery of Community of Interest Materials. If any other person or entity not a Member requests or demands, by subpoena or otherwise, any document or other communication received pursuant to this Agreement from any Member of the Joint Defense Group including its counsel, the Member of the Joint Defense Group and/or counsel receiving such request or demand will (1) immediately notify the Member of the Joint Defense Group who originally conveyed the requested Joint Defense Materials, and (2) assert to the full extent provided by law the community of interest privilege, the attorney client privilege, and work product immunity with respect to the requested material, unless the privilege or immunity is waived in writing by the Member of the Joint Defense Group who originally conveyed the requested material. Each Member will take all steps reasonable and necessary (including, without limitation, making all appropriate objections and motions) to maintain the assertion of all applicable rights and privileges with respect to all Joint Defense Materials, and shall cooperate fully with the other Members in any judicial proceeding relating to the possible disclosure of any portion of the Joint Defense Materials.

21. Use of Consultants. It is contemplated that the Joint Defense Group may decide to jointly engage the services of consultants, including, for example, experts, outside vendors, outside graphics specialists, outside jury consultants, trial consultants, litigation support vendors, information technology vendors, mediators, arbitrators, and the like. Nothing in this Agreement should be construed as obligating any Member of the Joint Defense Group to pay for services rendered to any other Member of the Joint Defense Group. Nothing in this Agreement authorizes any Member of the Joint Defense Group to engage in any contracts with consultants on behalf of any other Member of the Joint Defense Group absent each such Member's express authorization. Any agreement specifying a joint engagement for the services of consultants under this Agreement shall include provisions requiring such consultants to adhere to provisions that are in accord with the confidentiality requirements specified in Paragraphs 6-7 of this Agreement.

22. Withdrawal. Any Member of the Joint Defense Group desiring to withdraw from the Agreement may do so at will and at any time by providing written notice of withdrawal to the Members. Such withdrawal shall become effective immediately upon receipt of the written notice by the other Members. In the event that a Member resolves its dispute with Zond by executing a signed agreement with Zond, or any other entity, regarding the Matter and/or the Patents, the Member must give notice to all other Members by e-mail or facsimile as soon as practicable and in any event within fifteen (15) business days of executing the signed agreement. That Member's participation in this Agreement will thereafter be terminated. In the event a Member withdraws from or terminates its participation in the Agreement, the withdrawing Member of the Joint Defense Group including its counsel shall promptly return all tangible things, documents or other written communications or information provided pursuant to this Agreement to the Member(s) that originally provided such material, or alternatively shall make all best efforts to destroy the same. Notwithstanding the foregoing, the Member in receipt of Joint Defense Materials may retain electronic copies created pursuant to standard archival and back-up procedures. In the event that a Member desires to prevent another Member's retention of electronic copies created pursuant to standard archival and back-up procedures, the Member



shall provide the Joint Defense Material only in hard-copy form, and shall mark them “[MEMBER NAME]’s Joint Defense Material — Do Not Copy Or Transfer to Electronic Form.” Unless prohibited by law, or the rules governing ethical responsibility that pertain to the parties, the withdrawing Member’s in-house or outside counsel, shall maintain as confidential or privileged any and all confidential or privileged information exchanged under this Agreement. The Members agree that this Agreement does not apply to communications with a Member of the Joint Defense Group who has withdrawn from this Agreement after such withdrawal is communicated to or known by the other Members. Following withdrawal, the privileges, protections and all other obligations set forth in this Agreement regarding previously disclosed Joint Defense Material shall continue to apply to all Members of the Joint Defense Group including their respective counsel. In the event of withdrawal by a Member, nothing herein shall prevent the other Members from continuing to share Joint Defense Materials previously disclosed under this Agreement by the withdrawing Member of the Joint Defense Group. Following the termination of the Matter, the remaining Members shall withdraw from the Agreement.

23. Furnishing Member Retains Rights. All Members reserve their confidential, proprietary and privileged interest in any confidential, proprietary or privileged documents, things or other information shared in accordance with this Agreement. Nothing in this Agreement shall be construed as a waiver of any right of any Member of the Joint Defense Group to claim that any confidential, proprietary or privileged documents, things or other information shared in accordance with this Agreement is confidential, proprietary or privileged. This Agreement shall not be construed to prevent any Member of the Joint Defense Group from voluntarily waiving any privilege or doctrine protecting its own communications, documents, or information from disclosure provided that the communications, documents, or information disclosed do not incorporate or otherwise reflect Joint Defense Materials of the Joint Defense Group or of another Member of the Joint Defense Group.

24. Discovery. This Agreement is not intended to prevent or to limit any Member of the Joint Defense Group’s counsel from seeking or obtaining non-privileged documents from any other Member of the Joint Defense Group through formal discovery processes. By executing this Agreement, no Member of the Joint Defense Group waives any objections that may be asserted in response to a formal discovery request.

25. Entire Agreement. This Agreement constitutes the entire agreement of the parties to this Agreement regarding the subject matter herein and may be modified, amended, or supplemented only by a writing signed by or on behalf of all Members.

26. Binding Agreement. This Agreement shall be binding on the Members, including their respective successors and assigns. The Member being succeeded shall provide written notice to all other Members of the Joint Defense Group of the identity of its successor and/or assignee within five (5) business days of the public announcement of the Member’s succession or assignment. The Member’s successor and/or assignee shall become a signatory to this Agreement without the need for the remaining Member’s consent.

27. Authority to Execute. Counsel, officers, employees, or agents signing this Agreement on behalf of a party to the Agreement represent that they are authorized by a Member



of the Joint Defense Group to execute this Agreement on behalf of their respective Member of the Joint Defense Group, that the respective Member of the Joint Defense Group is fully informed of the terms of this Agreement, and that the Member of the Joint Defense Group agrees to be bound by all the terms of this Agreement.

28. Use of Independent Information. Notwithstanding any of the foregoing paragraphs, this Agreement shall not restrict any Member of the Joint Defense Group from using (in any manner) or disclosing information which: (a) was or is discovered independently by the receiving Member of the Joint Defense Group (including by legal discovery such as document production processes or interrogatory responses in litigation), or (b) was or is originated by the Member of the Joint Defense Group and does not incorporate Joint Defense Materials received from another Member of the Joint Defense Group, or (c) the disclosing Member of the Joint Defense Group has agreed may be disclosed, or (d) the receiving Member of the Joint Defense Group can show was in its rightful possession at the time of disclosure, or (e) the receiving Member of the Joint Defense Group receives at a later date from a third party who rightfully received it independently of the disclosure under this Agreement without restriction as to disclosure, or (f) the receiving Member of the Joint Defense Group can show was obtained as a result of independent development by the receiving Member of the Joint Defense Group unrelated to the joint defense effort or the materials supplied under this Agreement. However, the fact of communication by one Member of the Joint Defense Group to any other Member of the Joint Defense Group of any such information shall be privileged and confidential.

29. No Notice Regarding Prior Art. The Members each agree that the disclosure by one Member of the Joint Defense Group of prior art, in the form of a patent owned by that Member of the Joint Defense Group, does not constitute notice of such patent to the other Members of the Joint Defense Group, and that failure to assert such patent against the other Members of the Joint Defense Group to whom such patent is disclosed does not constitute a waiver of any rights.

30. Limited Disclosure of Existence of Agreement. Except for limited confidential disclosures made by mutual agreement of the Members to a potential new Member of the Joint Defense Group, the existence and terms of this Agreement are confidential and shall not be disclosed to anyone that is not a party to this Agreement without the prior written consent of the other parties to this Agreement, with the exception that disclosure of the requirements of Paragraphs 6-7 for the limited purposes of Paragraph 21 is permissible. If pursuant to due legal process, however, it becomes necessary to disclose the existence of this Agreement (e.g., in response to litigation discovery processes where a log of privileged documents must be submitted), then the mere existence of this Agreement may be disclosed without disclosure of any terms hereof. If it becomes necessary to disclose the terms of this Agreement in order to maintain the privilege or immunity of Joint Defense Materials or other privileged materials, any party to this Agreement intending to disclose shall notify the other parties to this Agreement ten (10) business days prior to such disclosure. Disclosure of this Agreement shall not result in a waiver of any privilege, immunity or protection applicable to any Joint Defense Materials exchanged under this Agreement.

31. Additional Parties. The Members expressly contemplate that additional entities, also having a community of interest in jointly defending against allegations relating to the



40. **Jointly Drafted.** The language used in this Agreement shall be deemed language chosen and drafted by all Members to express their mutual intent and no rule of strict construction shall be applied against any Member of the Joint Defense Group.

41. **Headings Not Part of Agreement.** The headings contained in this Agreement are inserted for convenience of reference and are not intended to be part of or to affect the meaning or interpretation of the Agreement.

42. **Party Communications.** The Members agree that this Agreement does not permit and is not intended to allow for any communications among the Members regarding costs, prices, quantity or quality of production levels, methods or channels of distribution, markets, customers, exclusion of competitors or any other topic that may be construed as a violation of antitrust or anti-competition laws.

Dated: Oct. 24, 2013, Company: SK hynix Inc.
2013

By Signature: Jiyoung Sohn
Title: Head of Patent Licensing Team
Name: Jiyoung Sohn

Dated: Oct. 24, 2013, Company: WONIK IPS
2013

By Signature: _____
Title: CEO
Name: Moon Yong Lee

Dated: _____, Company: _____
2013

By Signature: _____
Title: _____
Name: _____