



Infineon Technologies AG

Non-Disclosure Agreement

BETWEEN

INFINEON TECHNOLOGIES AG, MUNICH, GERMANY
and its Affiliates

- in the following referred to as the "COMPANY" -

and

Aviza Technology, Inc.
440 Kings Village Road
Scotts Valley, California 95066, USA
and its Affiliates

in the following referred to as „ Aviza “

and

Integrated Process Systems
33 Jije-dong, Pyungtaek, Kyungki-do, Korea
and its Affiliates ("VESTA Technology")

in the following referred to as „ IPS “

- in the following together referred to as "SUPPLIER" -

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in the following individually referred to as "Party" and jointly referred to as "Parties"

Preamble

In the course of the business relationship aspired to or entered into by the Parties, secret information that would normally not be made accessible to third parties, may be exchanged directly or indirectly.

The Parties intend to engage in discussions relating to possible purchase of Aviza / IPS products. In connection with this purpose, the Parties will exchange certain of their confidential and secret information to one another

In order to regulate the questions associated with this, the Parties agree to the following:

Definitions:

1. "Confidential Information" in the sense of this agreement is the business and technical documents, knowledge and samples, and other proprietary information, which the Parties exchange in the context of the purpose stated above, and which is to be kept confidential as stated below.
2. "Strictly Confidential Information" in the sense of this agreement is the business and technical documents, knowledge and samples, and other proprietary information, which the Parties exchange in the context of the purpose stated above, and which is exchanged in accordance with Paragraph 9, and which is to be kept strictly confidential.
3. "Affiliate" shall mean each Subsidiary of the Parties and each Parent Company of the Parties and each Subsidiary thereof.
4. "Subsidiary" shall mean a corporation, company or other entity more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a Party hereto, or which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is, now or hereafter, owned or controlled, directly or indirectly by a Party hereto. Joint ventures in which INFINEON TECHNOLOGIES AG holds less than 50%, shall be deemed a Subsidiary of INFINEON TECHNOLOGIES AG for the purpose of this agreement.
5. "Parent Company" shall mean a corporation, company or other entity which, now or hereafter, owns or controls, directly or indirectly more than fifty percent (50%) of the Party's outstanding ownership interest representing the right to make the decisions for the Party.

Treatment of Confidential Information

6. If disclosed under a different non-disclosure agreement, and clearly marked as such, confidential information will be treated in accordance with the terms of such agreement. IPS and Aviza further agree that this Non-Disclosure Agreement shall not alter, limit or restrict in any way their respective rights and obligations under the Distributor Agreement dated May 14, 2004. Execution of this Non-Disclosure Agreement by IPS and Aviza shall also not constitute a waiver or amendment of any of their respective rights and obligations under the Distributor Agreement. As between IPS and Aviza, to the extent that this Non-Disclosure Agreement is in contradiction with the Distributor Agreement, or alters, limits or restricts in any way their respective rights and obligations under the Distributor Agreement, the Distributor Agreement shall constitute the controlling agreement and shall nullify this Non-Disclosure Agreement.

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7. With regard to information obtained from the other Party in the aforesaid context, both Parties are obliged to:
- only convey it to their own employees or to employees of Affiliates who have a justifiable requirement for this information,
 - only use it for the purposes for which it was provided and, as with own operating secrets, not to make it available to third-parties - including after the period of co-operation has ended - as long as and insofar as it:
 - a) was not already known to the recipient beforehand without the obligation of secrecy, or
 - b) is generally known without the recipient being responsible for this, or
 - c) is notified or transmitted to the recipient by a third-party without an obligation of secrecy, or
 - d) was independently developed by the recipient in a manner that can be demonstrated, or
 - e) must be disclosed to official bodies on account of legal regulations, or
 - f) has been released for disclosure by the issuing Party in writing.
8. The Parties are obliged to undertake all the measures necessary to ensure confidentiality and secrecy. In particular, this includes appropriate safekeeping of all documents, knowledge and samples.

Treatment of Strictly Confidential Information

9. In the case of Strictly Confidential Information, both Parties are likewise obliged to fully comply with the obligations described in Paragraphs 6 through 8 for Confidential Information.
10. Both Parties will nominate a technical co-ordinator to monitor and control the exchange of Strictly Confidential Information. In case no technical co-ordinators are designated by the Parties, the sections 9, 10 and 11 of this Non-Disclosure agreement shall be deemed not applicable.

The technical co-ordinator for COMPANY is:

Dirk Aderhold

Tel.: 49-0351-886-7334

FAX: 49-0351-886-7702

The technical co-ordinator for Aviza is:

Jon S. Owyang

Tel.: 831-439-6405

Fax.: 831-439-4498

The technical co-ordinator for IPS is:

Tae-Young Lee

Tel.: 82-31-659-2320

Fax: 82-31-655-7114

In case the technical co-ordinator changes, the Party concerned will immediately notify the other Party's technical co-ordinator of this change in writing.

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18. The Parties expressly confirm that they will subject their employees and (after the other Party's agreement to deploy a sub-contractor) such sub-contractors deployed to the aforesaid obligations and commitments, and to have compliance with this confirmed accordingly and, on request, to present evidence of this.
19. It is forbidden to take photographs and to film at the operating premises and inside the buildings of the other Parties.
20. Publications and advertisements associated with the execution of this agreement require the prior approval of the other Parties.
21. All disputes arising out of or in connection with this Non-Disclosure Agreement, including any question regarding its existence, validity or termination, shall be finally settled by arbitration under the Rules of Arbitration of the WIPO Arbitration Center, Geneva ("Rules") by three arbitrators in accordance with the said Rules, except that to the extent that the dispute involves only IPS and AVIZA, the provisions of IX.D. of the Distributor Agreement shall apply.

The seat of arbitration shall be Geneva, Switzerland. The procedural law of this place shall apply where the rules are silent. The substantive law of Germany shall apply to this agreement.

The language to be used in the arbitration proceeding shall be English.

22. All changes and supplements to this agreement must be in written form to be legally effective. This requirement of form can only be waived in writing.

Date: 22/09/04

Date: 9/10/04

Infineon Technologies AG

Aviza Technology

Künne

Schirach

Date:

PATRICK C. O'CONNOR
EXECUTIVE VICE PRESIDENT
AND CHIEF FINANCIAL OFFICER

IPS, Ltd.

TFC 9/10/04
LEE, TAE-YOUNG

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