

**IPS LTD.**

33, JiJe-Dong, PyungTaek-Shi, KyungKi-Do, Korea

TEL(333) 659-2000

FAX(333) 655-7114

## CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into by **IPS LTD.** and **ADTEC CO., LTD(ASE LTD.)** The address of **IPS LTD.** for the purposes of this Agreement is 33, JiJe-Dong, PyungTaek-Shi, KyungKi-Do, Korea ( Zip Code : 459-090 ) shall be referred to in this Agreements as "**IPS**". The address of **ADTEC CO., LTD** for the purposes of this Agreement is 5-6-10 Hikino-cho, Fukuyama-city, Hiroshima Japan(Zip Code : 721-0942) Shell be referred to in this Agreement as "**ADTEC**". The address of **ASE Ltd.** for the purposes of this Agreement is 231-2, PoYee-Dong, KangNam-Ku, Seoul, Korea(Zip Code : 135-260) Shell be referred to in this Agreement as "**ASE**". **ASE** is a local distributor of **ADTEC** in Korea.

### 1. INTRODUCTION

1.1 **IPS** possesses certain confidential and proprietary information relating to equipment and/or tools used for semiconductor ETCH processes. **ADTEC(ASE)** possesses certain confidential and proprietary information relating to the Adtec Impedance Matching Unit.

1.2 **ADTEC(ASE)** is willing to receive such confidential and proprietary information for the purpose of evaluating a possible business arrangement between **IPS** and **ADTEC(ASE)**.

1.3 It is desirable that employees of **IPS** and **ADTEC(ASE)** be free to discuss as much of said confidential and proprietary information as may be necessary for an objective evaluation of a possible business arrangement detailed in Paragraph 1.2.

### 2. AGREEMENT AND OBLICATIONS OF IPS AND ADTEC

2.1 **ADTEC(ASE)** agrees to take reasonable precautions to maintain confidential and not to use, except expressly permitted by this Agreement, Confidential or Proprietary Information disclosed or made available to it, directly or indirectly, under this Agreement and marked in accordance with Paragraph 2.2 of Agreement. **ADTEC(ASE)** agrees to use such Confidential Information Solely for the purposes stated above and not to disclose such Confidential Information, or any part thereof, to any third party without the written consent of **IPS**. All of the confidential Information and documents provided by **IPS** under Agreement, remain the exclusive property of **IPS** and **ADTEC(ASE)** by agrees to return to **IPS**, on demand all Confidential Information and documents furnished by **IPS** under this Agreement, provided **ADTEC(ASE)** shall be permitted to retain one copy of all Confidential Information in its law department for the purpose of determining compliance with this Agreement.



confidence and to use such information only in the performance of their employment and to observe the obligations of confidentiality of this Agreement.

### **3. TERM OF AGREEMENT**

**3.1** Disclosure of Information by **IPS** to **ADTEC(ASE)** and by **ADTEC (ASE)** to **IPS** shall take place within **two(2) years** from the effective date of this Agreement, unless extended as mutually agreed upon in writing by the parties hereto.

**3.2** The obligations of this Agreement with respect to confidentiality and non-use shall continue for a period of five(5)years from the effective date of this Agreement, except as may otherwise be permitted by the exceptions.

### **4. GENERAL**

**4.1** Any disclosure under this Agreement is made without any right or license to utilize or to practice any of **IPS's** or **ADTEC(ASE)'s** intellectual property, including information, improvements, developments, inventions, patents, trade secrets and know-how, or to copy, reproduce or make derivative works under any of **IPS's** or **ADTEC(ASE)'s** copyrights, except as is expressly stated in this Agreement or is reasonably necessary for carrying out the limited purpose stated in this Agreement.

**4.2** This Agreement covers the entire understanding between the parties as to the subject matter hereof, shall be interpreted and construed under the laws of South Korea. **IPS** and **ADTEC(ASE)** agree that this Agreement shall be interpreted and enforced under the laws of South Korea . Both parties intend to be legally bound by this Agreement.

**4.3** Should any provision or clause of this Agreement be declared to be invalid or unenforceable by a court or other agreed dispute resolution body, that particular clause or provision shall be modified by the court or dispute resolution body to the extent necessary to render it enforceable or valid if possible, and if impossible, shall be severed from the Agreement, with the remaining provisions to be enforced.

**4.4** Neither this Agreement nor the providing of Confidential Information shall extend any guarantees or warranties, express or implied, to **ADTEC(ASE)** or **IPS**.

**4.5** This Agreement is personal in nature and shall not be assigned by either party except with the written consent of the other. Any other attempted assignment shall be void.



**IPS** agrees to take reasonable precautions to maintain confidential and not to use, except as expressly permitted by this Agreement, Confidential or Proprietary Information disclosed or made available to it, directly or indirectly, under this Agreement and marked in accordance with Paragraph 2.2 of this Agreement. **IPS** agrees to use such Confidential Information Solely for the purposes stated above and not to disclose such Confidential Information, or any part thereof, to any third party without the prior written consent of **ADTEC (ASE)**. All of the confidential Information and documents provided by **ADTEC (ASE)** under this Agreement, remain the exclusive property of **ADTEC** and **IPS** agrees to return to **ADTEC**, on demand, all Confidential Information and documents furnished by **ADTEC** under this Agreement, provided that **IPS** shall be permitted to retain one copy of all Confidential Information in its law department files for the purpose of determining compliance with this Agreement.

**2.2** All Confidential Information delivered under this Agreement shall, if in written or tangible form, be marked "Confidential" or similarly marked by the disclosing party before being delivered to the receiving party. All oral or visual disclosures of proprietary information shall be identified at the time of disclosure as "Confidential" and shall be summarized in writing by the disclosing party and the written summary will be given to the receiving party within fifteen(15) days of the oral or visual disclosure. The receiving party must make any objections to the contents of the written summary within fifteen(15) days of receipt.

**2.3** The obligations regarding confidentiality and limits on use shall cease to apply to any information which:

**2.3.1** was known to **ADTEC(ASE)** prior to receipt either directly or indirectly from **IPS** ;or was known to **IPS** prior to receipt either directly or indirectly from **ADTEC(ASE)**;or

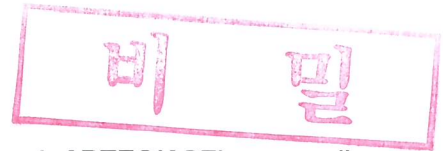
**2.3.2** is or becomes generally available to persons in the field to which this Agreement relates ;or

**2.3.3** is subsequently disclosed to **ADTEC(ASE)** or **IPS** without restriction by a third party having the lawful right to make such disclosure ;or

**2.3.4** is subsequently developed by employees or consultants of **ADTEC(ASE)** or **IPS** independently and who have not had access to the confidential Information.

**2.4** For the purposes of this Agreement, disclosures made to **ADTEC(ASE)** or **IPS** under this Agreement which are specific (e.g., as to operating conditions and the like) shall not be deemed to be within the foregoing exceptions merely because they are included within general disclosures are available to the public or in the possession of the receiving party. In addition, any combination of information or features shall not be deemed to be within the exceptions merely because the individual features or elements of information are available to the public or in the possession of **ADTEC(ASE)** or **IPS** unless the combination itself and its principle of operation are available to the public or in the possession of **IPS** or **ADTEC (ASE)**.

**2.5 ADTEC(ASE)** warrants that all of its employees who will have access to the information disclosed hereunder are under written obligation to **ADTEC(ASE)** and to hold such information in confidence and to use such information only in the performance of their employment and to observe the obligations of confidentiality of this Agreement. **IPS** warrants that all of its employees, who will have access to the information disclosed hereunder are under written obligation to **IPS** and to hold such information in



4.6 The persons signing this Agreement on behalf of **IPS** and **ADTEC(ASE)** personally warrant and represent that they have been authorized to sign this Agreement to legally bind their respective employers and to enter into this Agreement and to make the disclosure as provided without claim by others.

**IPS LTD.**

By : *[Signature]*  
Title : Controls & SW Manager  
Date : 10/15 '99

**ADTEC CO., LTD**

By : *[Signature]*  
Title : Executive Director  
Date : 8, October '99

**ASE LTD.**

By : *[Signature]*  
Title : Sales & Marketing Manager  
Date : 15 October, 1999