

CONFIDENTIAL INFORMATION AGREEMENT



This Confidential Information Agreement ("Agreement") is effective as of May. 9 '09, between (1) ZPS ("Company"), and (2) each organization within the corporate family of International SEMATECH that has signed this Agreement as a party, (each an "ISMT Company"). Hereafter, "Party(ies)" refers to Company and one or more ISMT Company.

The Parties desire to exchange information in contemplation or furtherance of a business relationship for the purpose of conducting research and development of advanced technology. Either of the Parties may disclose information to the other that it considers proprietary and confidential. The Parties desire to establish and set forth their obligations with respect to confidential information received from the other. This Agreement defines confidential information, the method to identify it, and how the recipient may use and further disclose confidential information.

In consideration of the foregoing, the Parties mutually agree as follows:

1. CONFIDENTIAL INFORMATION

Confidential Information is any technical or business information (including compilations, abstracts, summaries, or copies of such information) that:

- Could cause economic injury to one of the Parties, their members, or to companies who have entrusted their information to one of the Parties, if the information is improperly used or disclosed;
- Derives economic value from the fact that it is not publicly known and is protected using reasonable means by its owner and authorized recipients; and
- Is identified as confidential or proprietary in writing by the disclosing Party. Information disclosed orally or visually must be reduced to or summarized in writing, marked as required by this Agreement, and delivered to the other Party within 10 days of first disclosure to be considered Confidential Information.

Confidential Information does **not** include information that the receiving Party can demonstrate:

- Is known by the receiving Party prior to receipt from the disclosing Party;
- Is communicated to the receiving Party by a third party without obligation of confidentiality;
- Is or becomes generally known or publicly available without breach of disclosure restrictions by the receiving Party; or
- Is independently developed by the receiving Party without use of or access to the Confidential Information.

2. MARKING

The disclosing Party must mark all Confidential Information with a legend that includes:

- The owner's name with the word "Confidential" or "Proprietary"
- The date of disclosure and disclosing Party (if different from the owner)
- The name of the ISMT Company to which the information is being disclosed. If unmarked, the Parties may assume the information is disclosed to each ISMT Company.

Confidential Information in electronic form that is not human readable (e.g., computer programs) must be marked on each page of the program and on the container in a similar fashion.

3. CONFIDENTIALITY PERIOD

The confidentiality obligations specified in this Agreement will remain in effect for each item of Confidential Information for a period of three years from first disclosure of that Confidential Information to the other Party.

4. STANDARD OF CARE

Each Party will use the same care and discretion to avoid unauthorized disclosure, publication, or dissemination of Confidential Information received from the other as it uses to protect its own Confidential Information (but not less than reasonable care). Each Party may disclose Confidential Information without liability if required by a government agency, court order, or otherwise by law. The Party under legal obligation to disclose Confidential Information received from the other will use reasonable efforts to notify the other prior to disclosure.

5. DISCLOSURE and USE RESTRICTIONS

During the confidentiality period:

5.1 Disclosure. Neither Party will disclose Confidential Information provided to it by the other to any person or organization except as specifically authorized herein or in writing by the information owner. However,

- Internal. Each Party may disclose Confidential Information provided to it by the other to its employees and contractors (personnel under contract to work for and at the receiving Party), who are each bound to comply with confidentiality obligations under this Agreement.
- External. Each Party may disclose Confidential Information provided to it by the other to employees and contractors (personnel under contract to work for and at the receiving party) of (1) its own member companies (if any) (including the member's authorized control groups), and (2) other organizations within the International SEMATECH corporate family, who are each bound to comply with confidentiality obligations under applicable agreements.

5.2 Use. Neither Party will use Confidential Information provided to it by the other except to further ISMT Company activities and sponsored projects or as authorized by the other in writing. However,

- Proposal Information. Each Party will use Confidential Information provided to it by the other in an unsuccessful project proposal only for the purpose of evaluating the proposal.
- Third Party Information. Each Party will use third party Confidential Information provided to it by the other only for the specific purpose for which it was disclosed as authorized in writing.

6. RESIDUAL INFORMATION

Employees of the Parties and authorized recipients may use without restriction information and general knowledge retained in their memory (without contemporaneous use of Confidential Information in tangible form) after having rightful access to the information. This provision will not limit the restrictions on disclosure of Confidential Information and nothing in this Agreement may be construed to grant a license to any current or future patents.

7. EXPIRATION and TERMINATION

This Agreement will remain in effect indefinitely. However, either Party may terminate this Agreement on thirty-calendar days prior written notice to the other. Termination of this Agreement will not affect rights or obligations that accrued prior to the termination date.

8. RETURN OF CONFIDENTIAL INFORMATION

Upon written request the Parties will promptly return or destroy all Confidential Information received from the other, except one copy may be kept for archive purposes, and neither Party will have the obligation to retrieve or destroy copies of Confidential Information distributed to authorized recipients or received under a separate agreement.

9. EXPORT COMPLIANCE

To comply with U.S. Bureau of Industry and Security ("BIS") Export Administration Regulations ("EAR"), the Parties agree that without a BIS license or License Exception, neither will:

- Reexport or release technology, software, or source code disclosed or released by the other Party under this Agreement to a location or a national of a "Restricted Country". Restricted Countries include EAR Country Groups D:1, E:1 or E:2¹; or
- Export to a Restricted Country the direct product of technology or software if such foreign produced direct product is subject to national security controls identified on the Commerce Control List ("CCL") (§736.2(b)(3) EAR); or
- If the direct product of technology is a complete plant or any major component of a plant, export to a Restricted Country the direct product of the plant or major component thereof, if such foreign produced direct product is subject to national security controls as identified on the CCL or is subject to State Department controls under the U.S. Munitions List (22 CFR part 121); or
- Designate citizens or residents of Restricted Countries (unless granted U.S. permanent residence or protected status) to directly interact with or otherwise receive information that is not "publicly available" (per the EAR) from the other Party.

The obligations in this Section are independent of and will survive the end of this and any other agreement between the Parties.

¹Albania, Armenia, Azerbaijan, Belarus, Bulgaria, Cambodia, China (PRC), Cuba, Estonia, Georgia, Iran, Iraq, Kazakhstan, Kyrgyzstan, Laos, Latvia, Libya, Lithuania, Macau, Moldova, Mongolia, N. Korea, Romania, Russia, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, Vietnam. Each Party is responsible for monitoring and complying with any changes made to these lists by the U.S. Dept. of Commerce. 2/24/04

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10. GENERAL PROVISIONS

10.1 No Further Obligations. By entering into this Agreement neither Party has any obligation to disclose its Confidential Information to the other, to receive Confidential Information from the other, or to enter into any additional agreement(s) with the other Party.

10.2 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other, except that an ISMT Company may assign this Agreement to its parent company or subsidiary upon written notice to Company.

10.3 Governing Law and Forum. This Agreement is governed by and interpreted under the laws of the State of Texas, excluding its choice of law rules. The Parties submit to the jurisdiction of the courts of the State of Texas and the U.S. Dist. Court for the Western Dist. of Texas to resolve any disputes arising under this Agreement that cannot be resolved by the Parties.

10.4 Applicability and Order of Precedence. This Agreement supersedes any previous agreements regarding confidentiality or nondisclosure signed by the Parties and will apply to all Confidential Information received from the other Party after the effective date of this Agreement and also to any Confidential Information currently in a Party's possession that was received from the other in the past three years under a previous agreement. If one Party's personnel sign subsequent badging/visitor's forms or individual nondisclosure agreements with the other Party, the provisions of this Agreement will control in the event of direct conflict with the provisions of the other.

10.5 Notices and Changes. All notices and requests under this Agreement must be in writing and except as specifically allowed herein, any changes to this Agreement must be in writing and signed by the Parties to be effective. ISMT may amend the Attachment A list of subsidiaries who are Parties to this Agreement upon written notice to Company. This Agreement and any modification thereto may be executed by facsimile or electronic mail. The Parties agree that facsimile and electronic copies of signatures have the same effect as original signatures.

International SEMATECH

By: Mark Sheedy

Print Name: Mark Sheedy

Title: Manager of Development Contracts

Date: April 13, 2004

Address: 2706 Montopolis Drive
Austin, TX 78741-6499

Email: mark.sheedy@sematech.org

Company Name: IPS

By: TAE YOUNG LEE

Print Name: TAE YOUNG LEE

Title: MANAGING DIRECTOR

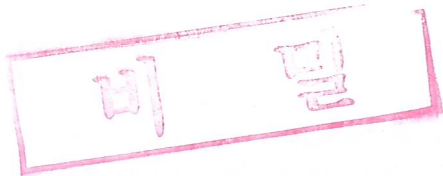
Date: May. 01, 2004

Address: 33 Tije-dong, Pyung Taek

Kyungki-do, KOREA

Email: tylee@ips-tech.com

(A business card attached here would be appreciated)



Confidential Information Agreement

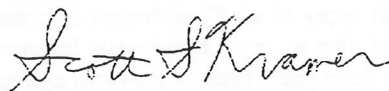
ATTACHMENT A

Subsidiaries of SEMATECH, Inc.
This list is current as of April 13, 2004*

International SEMATECH Manufacturing Initiative, Inc. ("ISMI")

By signing below, the party named above acknowledges and agrees to be bound by the terms and conditions of the attached Confidential Information Agreement.

For: ISMI

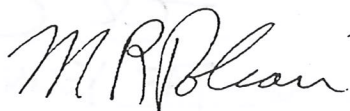
By: 

Print Name: Scott Kramer
Title: Director, Manufacturing Methods & Productivity
Date: March 31, 2004
Address: 2706 Montopolis Drive
Austin, TX 78741-6499

Advanced Materials Research Center, LLC. ("AMRC")

By signing below, the party named above acknowledges and agrees to be bound by the terms and conditions of the attached Confidential Information Agreement.

For: AMRC

By: 

Print Name: Michael Polcari
Title: President
Date: April 13, 2004
Address: 2706 Montopolis Drive
Austin, TX 78741-6499

* International SEMATECH may amend this Attachment A to add or delete subsidiaries upon written notice to Company.