

**Non-Disclosure Agreement
for
the Evaluation of a ALD process**

- referred to below as the "Agreement"

between

**Infineon Technologies Dresden GmbH & Co. OHG,
Königsbrücker Str. 180, 01099 Dresden, Germany**

- referred to below as the "Company" -

and

**Integrated Process Systems (IPS) Ltd.
33 Jije-Dong, Pyungtaek Kyungki-Do, Korea**

- referred to below as "IPS" -

- referred collectively below as the "Parties" -

Preamble

WHEREAS, the Parties to this Agreement intend to engage in discussions concerning the evaluation of a ALD (Atomic Layer Deposition) process on IPS's ALD system and whether to enter into a transaction with each other;

WHEREAS, in the course of such discussions it is anticipated that the Parties may disclose to each other the following information, which the parties regard as confidential;

A) IPS may disclose the following types of information: ALD process details for high-k materials and metal electrodes, equipment design and specifications

B) Company may disclose the following types of information:

- process and equipment specifications
- results of process and equipment acceptance and long-term tests and performance data
- material requirements

- developement timeline
- product wafers for demo activities, incl. structural specifications

C) NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

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 documents, knowledge and possibly samples which the parties exchange in the context of the purpose stated above and which is to be kept secret in a particular way extending above and beyond the normal extent of the business relationship, and which, insofar as in writing or in another form, is marked as " confidential" or designated in a similar fashion, or, insofar as transmitted verbally or visually, which is announced as or ought to be recognized as confidential or which has been recorded in a correspondingly labeled protocol within thirty (30) days of such disclosure. Absent a written agreement to the contrary, all information generated or derived by each party in connection with the aforementioned transaction will be deemed such party's Confidential Information for purposes of this agreement.

2. "Affiliate" shall mean all the following: Subsidiaries of the parties hereto and Parent Companies of either party, or the Parent Company's respective Subsidiaries.

"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.

"Parent Company" shall mean a corporation company or other entity which, now or hereafter, owns or controls, directly or indirectly at least forty-nine percent (49%) of the company's outstanding ownership interest representing the right to make the decisions for the company.

3. "Third parties" are all legal entities and natural persons except the parties to this agreement - including the employees of both parties hereto - to whom any Confidential Information was conveyed but who do not necessarily need to have knowledge of the documents, objects or information.

Treatment of confidential information

4. With regard to Confidential Information obtained from the other party hereto in the aforesaid context, each of the parties are obliged:

? To only convey it to their own employees, contractors or agents, who have a justifiable business purpose or requirement for the use of this information, provided that they are informed of its confidential nature and agree to comply with this Agreement, and

? To only use it for the purposes for which it was provided by one party and, as with its own operating secrets, not to make it available to any unauthorised third parties - including after the period of disclosure under this Agreement has ended - as long as and insofar as the Confidential Information:

a) was not already known to the recipient beforehand without the obligation of secrecy without the use of the Confidential Information of the disclosing party, or

b) is or becomes 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) has been released for disclosure by the disclosing party in writing.

? Not to disclose it to any third party, except pursuant to a lawful judicial, administrative or governmental order after providing the party disclosing the Confidential Information an opportunity to avoid or limit such disclosure, and

? To protect the Confidential Information with at least the degree of care with which it protects its own confidential information, but in no case less than a reasonable degree of care, and

? To notify the party disclosing Confidential Information promptly of any breach of this agreement by itself or its contractors or sub-contractors, or

? To be liable for breaches of this agreement by the contractors or sub-contractors it employs.

5. The parties are each obliged to undertake all measures necessary to ensure the confidentiality and secrecy of the Confidential Information in accordance with its internal procedures to protect information of a similar nature. In particular, this includes appropriate safekeeping of all documents, objects and information.

6. Both Parties will nominate a technical co-ordinator to facilitate the exchange of Confidential Information.

The technical co-ordinator for Company is:

Harald Seidl

Tel.: +49 351 886 7756

Fax.: +49 351 886 7752

The technical co-ordinator for IPS is:


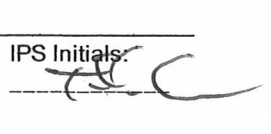
Kerem Kapkin (Director of Strategic Marketing ASML Thermal Division, empowered by IPS)

Tel.: +1 (831) 439-4359

Fax.: +1 (831) 439-6223

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.

Both Parties reserve the right to refuse to accept Confidential Information transmitted in accordance with this Agreement before such is transmitted. Nothing in this Agreement shall be

deemed to create any obligation to disclose Confidential Information.

Further provisions to the treatment of information

7. It is neither permitted to otherwise pass on or duplicate documents, nor to notify or exploit their contents, unless express approval has been received beforehand in writing. Any such written approval is limited to individual, specific cases.

8. All Confidential Information remains the property of the disclosing party. None of the parties will derive any rights whatsoever, particularly no rights of prior use, with regard to proprietary rights registrations, to inventions or other protected intellectual property derived from knowledge acquired from the Confidential Information transmitted to it by the other parties.

Termination of the Agreement

9. The period during which the parties may disclose Confidential Information under this agreement shall begin on the date of the first disclosure of Confidential Information under this agreement (which may be prior to the date of this agreement) and shall end five (5) years from the date the Agreement was signed. Confidential Information disclosed pursuant to this Agreement will be subject to the terms of the Agreement for:

1. Five (5) years from the date of disclosure, or
 2. A period of maximum ten (10) years if the confidential information disclosed hereunder was obtained by the disclosing party from a third party with a confidentiality undertaking for a period of confidentiality longer than five (5) years,
- This confidentiality obligation shall survive the termination of the Agreement. Either party may terminate this agreement by giving the other party ten (10) days written notice.

Return of documents

10. Within thirty (30) days of a written statement by the disclosing party, and after this Agreement terminates, the receiving party will return all documents (printed matter and computer data) which they have received from/prepared for the respective other party which includes any Confidential Information, including any duplicates made. Each of the parties expressly confirms that all Confidential Information data prepared and stored by them in this context will be deleted. No right of withholding exists, unless otherwise agreed upon.

Other provisions

11. This Agreement and the individual rights and obligations derived from it may not be assigned, or in any other way transferred, to a third party or an Affiliate without the prior written consent of the other party. If a party assigns or otherwise transfers all or substantially all of its assets of the business unit to which this agreement pertains, the consent shall be deemed given unless the other party withholds its consent, by written notice to the assigning party within 14 days after being notified of assignment, for any of the following reasons:

1. The party to which the agreement is assigned is a competitor of the other party; or

2. The party to which the agreement is assigned still has outstanding obligations to the other party; or
3. The other party has objective reasons to assume that the party to which assignment is proposed will not uphold its confidentiality obligations; or
4. Due to governmental or other binding regulations the other party is not allowed to disclose confidential to the party to which assignment is proposed, or
5. Any other reason which may be in any way be detrimental to the interests of the other party.

12. Both parties expressly confirm that they will subject their employees and (after the other parties' agreement to deploy a sub-contractor) such sub-contractors who will receive any Confidential Information to the aforesaid obligations and commitments, and will have their compliance with the obligations of this Section confirmed accordingly and, on request, to present evidence of this to the other party hereto.

13. It is forbidden to take photographs and to film at the operating premises and inside the buildings of either party.

14. Publications and advertisements associated with the execution of this Agreement require the prior approval of the other parties.

15. This Agreement shall be governed to the substantive law in force in Germany and shall be subject to the exclusive jurisdiction of the courts of Munich, Germany.

16. 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.

17. The Confidential Information is accepted "as is" by the receiving party without any warranty of non-infringement or of any sort by the disclosing party. The disclosing party will not be liable for any damages arising out of use of Confidential Information disclosed hereunder.

18. This Agreement does not create any partnership, joint venture or agency between the parties.

19. Before exporting or re-exporting any Confidential Information the recipient must comply with all applicable regulations of the German export control authority (Bundesausfuhramt), the U.S. Department of Commerce Office of Export Administration and/or other applicable agencies.

Date: 08f22/01

Date: Jul. 11. 2001

Infineon Technologies Dresden
GmbH & Co. OHG

Integrated Process Systems (IPS) Ltd.

J. Schumann

V. Gra
V. Gra

AC — managing director