



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is dated as of the 18th of May, 2009 by and between AU Optronics Corporation, a corporation organized under the laws of Taiwan, with its principal place of business at No. 1 Li-Hsin Rd. 2, Hsinchu Science Park, Hsinchu 30078, Taiwan ("AUO"), and IPS Ltd., a legal entity organized under the laws of Korea, with its principal place of business at 33 Jije-dong, Pyeongtaek-city Gyeonggi-do, Republic of Korea ("IPS") hereby agree as follows:

1. **Purpose.** This Agreement shall apply to Confidential Information (as defined in paragraph 2 below) disclosed only for the purpose of:

evaluating business opportunity and/or feasibility for LPCVD in photovoltaic manufacturing process.

2. **Definition.** Confidential Information means any information marked as "CONFIDENTIAL" or with similar legend and disclosed by one party to the other party or, if disclosed in any manner other than in writing, any information identified as confidential at the time of disclosure and summarized and marked as "CONFIDENTIAL" or with similar legend in writing within thirty days from the time of disclosure.

3. **Confidential Duty.** Each party agrees that it will not disclose to any third party any Confidential Information received from the other party except as otherwise expressly agreed by the disclosing party in writing. Each party shall protect any Confidential Information disclosed by the other party by using the same degree of care for such information as the receiving party uses to protect its own confidential information, but no less than a reasonable degree of care, to prevent unauthorized use and/or disclosure of the Confidential Information. The confidential duty for each Confidential Information shall be effective for a period of 5 years from the date of disclosure of the respective Confidential Information, notwithstanding any termination or expiration of this Agreement.

4. **Exclusions.** Confidential Information does not include any information which is: (a) already in the possession of the receiving party at or before the time of disclosure, (b) now or hereafter is publicly known through no wrongful act of the receiving party, (c) lawfully received from a third party without obligation of confidence, (d) independently developed by the receiving party, or (e) disclosed pursuant to the requirement or demand of a governmental, securities or judicial authority, but only to the extent required by operation of law, regulation or court order, (f) providing party grants opening such information.

5. **Duty to Return or Destroy.** Upon termination or expiration of this Agreement, or upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party or destroy all Confidential Information received.

6. **General.** Confidential Information shall remain the property of the disclosing party. The parties agree that nothing in this Agreement, whether expressed or implied, grants any patent, copyright, trademark, mask work, trade secret or any other intellectual property right to the receiving party, by license or otherwise. The parties do not intend that any agency, joint venture or partnership relationship be created between them by virtue of this Agreement. Neither party has an obligation under this Agreement to purchase any item or service from the other party or to establish any business relationship with the other party. This Agreement does not obligate any party to produce any information to the other. This Agreement contains the entire understanding of the parties hereto with respect to the matters contemplated hereby and this Agreement supercedes all previous agreements between the parties concerning the subject matter hereof.

7. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of Taiwan. Given the consequences for a breach of this Agreement, the Parties agree that the non-breaching party shall be entitled to injunctive relief.

AU OPTRONICS CORPORATION

Name: James
Title: AVP

IPS Ltd.

Name: Kim Kwang Ho
Title: Senior vice president