

**MICRON TECHNOLOGY, INC.  
MUTUAL CONFIDENTIALITY AGREEMENT**

IPS  
THIS AGREEMENT effective the 25<sup>th</sup> day of February, 2000, by and between **MICRON TECHNOLOGY, INC.**, with its principal office located at 8000 S. Federal Way, Boise, Idaho 83716-9632, and its Subsidiaries (collectively referred to as "Micron"), and **INTEGRATED PROCESS SYSTEMS, LTD.**, whose address is 33, Jije-Dong, PyungTaek, Kyungki-Do, Korea, and its Subsidiaries (collectively referred to as "Second Party").

WHEREAS, in order to evaluate, establish or continue a beneficial business relationship between Micron and Second Party, the parties intend to disclose to each other trade secrets and proprietary information concerning semiconductors, computer technology and other technical, commercial or financial affairs which are not in the public domain and which have been reasonably restricted by the disclosing party as confidential.

NOW, THEREFORE, it is agreed as follows:

1. "Subsidiary" shall mean any entity that is owned and controlled 50% or more as to both equity and votes (whether by contract, representation on the Board of Directors or otherwise), whether now existing or hereafter created. Provided, however, that Micron Electronics, Inc., a Subsidiary of Micron, is not subject to this Agreement. Each party warrants that it has the authority to execute this Agreement on behalf of its Subsidiaries.
2. Each party may disclose to the other confidential information orally, in writing (including graphic material), by demonstration or other means. When disclosed in writing, the information shall be marked "CONFIDENTIAL", "PROPRIETARY" or a similar legend. When disclosed orally, or in any other intangible manner, such information shall be identified as confidential at the time of disclosure and either identified in a prior written communication as confidential or followed with subsequent written confirmation, within sixty (60) days, referencing the date and information disclosed. All protections and restrictions as to use and disclosure shall apply during such sixty (60) day period. All information reduced to writing by the receiving party, as a result of such confirmed disclosures by the disclosing party, shall be clearly labeled as "CONFIDENTIAL." Any markings, stamps or legends identifying "PROPRIETARY" or "CONFIDENTIAL" information hereunder shall not impose any obligations on the other party inconsistent with this Agreement. Confidential information properly identified as described above is hereafter referred to as "Confidential Information."
3. The parties shall not disclose Confidential Information to any third party, provided, however, that Micron may disclose Second Party's Confidential Information, under the protection of a confidentiality agreement and on a need to know basis to KMT Semiconductor Ltd. and Tech Semiconductor Singapore Pte. Ltd. Each party shall exercise the same degree of care it normally accords its own confidential information, but in no event less than reasonable care, to protect the Confidential Information of the other party. The receiving party shall restrict



circulation of Confidential Information of the other party to employees within the receiving party's organization on a need to know basis. Each party warrants that any employee who may have access to any Confidential Information of the other party is subject to a written agreement which prevents disclosure and unauthorized use of the Confidential Information.

4. Each party warrants that Confidential Information of the other party shall be used solely in accordance with the terms of this Agreement for the evaluation, establishment and/or continuation of a business relationship with the other; provided, however, that nothing in this Agreement shall be construed as creating an agency, joint venture, partnership or other formal business relationship or association between the parties hereto or obligating either party to purchase or provide any goods or services to the other party. Any such relationship, association, or obligation shall be set forth in a separate written agreement between the parties.

5. Any Confidential Information supplied by either party shall remain the property of the disclosing party and nothing in this Agreement shall restrict the disclosing party from using, disclosing or disseminating its own Confidential Information in any way. The parties recognize and agree that nothing contained in this Agreement shall be construed as a grant of any property rights to the receiving party, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent right that has been issued or that may be issued, based on the Confidential Information.

6. The receiving party shall have no obligation with respect to any such information which:

(a) is shown to have been known or is subsequently developed by the receiving party independent of any disclosure by the other party; or

(b) is or becomes available to the public through no breach of this Agreement;  
or

(c) is lawfully obtained from a third party without restriction and without breach of this or any other agreement.

7. Each party may disclose the other party's Confidential Information if it is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the party subject to the disclosure order must provide the other party prompt notice of the order and reasonably cooperate with the other party's efforts to receive a protective order.

8. This Agreement is intended to govern the disclosure of Confidential Information between the parties in all instances where another separate, written agreement (such as a sale, purchase or joint venture agreement) does not otherwise provide for the protection of Confidential Information. This Agreement shall continue to govern the disclosure of Confidential Information which is made outside the scope of such separate, written agreements and shall govern the disclosure of Confidential Information made pursuant to such other agreements if such other agreements do not otherwise provide for the protection of Confidential

Information, provided that such other agreements do not specifically reference, supersede and replace this Agreement.

9. This Agreement shall remain in effect for a period of five (5) years from the effective date. The obligations hereunder with respect to each item of Confidential Information shall endure for five (5) years from the date of initial disclosure thereof and survive any earlier termination or expiration of the Agreement. The receiving party, within ten (10) days following the cancellation or expiration of this Agreement or upon written request, shall return or certify to the destruction of the disclosing party's Confidential Information and any copies thereof.

10. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

11. Financial information disclosed by either party in connection with the evaluation of a potential credit relationship shall not be protected by the terms of this Agreement. In order to be protected, such information must be subject to a separate written confidentiality agreement entered into by the parties hereto.

12. This Agreement is not assignable or delegable in whole or in part without the written consent of the parties. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

13. This Agreement may not be amended, nor any obligation waived, except by a writing signed by an officer of Micron and a duly authorized representative of Second Party.

14. This Agreement shall be governed and construed by the laws of the State of Idaho, U.S.A., without reference to conflict of laws principles.

15. In any action to interpret or enforce the terms of this Agreement, whether in law or in equity, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such action in addition to any other relief it may be awarded.

16. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. This Agreement may be delivered by facsimile and a facsimile of this Agreement shall be binding as an original.



IN WITNESS WHEREOF, the parties have executed this Agreement.

MICRON TECHNOLOGY, INC.

on its own behalf and on behalf of  
its Subsidiaries

By: J.D. Price

Name: J.D. Price

Title: Mgr Purch / Mktg

~~IPS~~  
~~INTEGRATED PROCESS SYSTEM,~~  
LTD.

on its own behalf and on behalf of  
its Subsidiaries

By: LEE, TAE-YOUNG

Name: LEE, TAE-YOUNG

Title: Director, Sales & Marketing