



# Consultant Contract

## 1. Parties of This Consultant Contract

This contract is made between IPS Ltd., the semiconductor manufacturing equipment vendor of Korea (address: 33 Jije-dong, Pyungtaek, Kyungki-do, Korea at the time of May25/2000), and Byungchun Yang (Korean ID number: 620130-1454622, address: Daejon, SongGang-Dong, 195-1, Currently staying in the USA). IPS Systems is referred as Party A, and Byungchun Yang, as Party B, throughout this contract.

## 2. Objectives of This Consultant Contract ( scope of work and manner)

- a. The objectives of this contract is to clarify that the In-situ cleaning methods and materials development work for ALD-TiN process is included in the scope of the work of the two parties under this contract. Furthermore, if there will be any other development item that both parties agree to co-work, the new item can be added to the development agenda of the two parties under this contract.
- b. The next objective of this contract is to clarify that the two parties must perform the co-works described in this contract diligently and in a secret manner; both parties promise to try their best in exchanging necessary information, in meeting the due date of each development step, and in keeping this contract confidential in any case, unless a prior consent to do otherwise is made between the party A and party B.
- c. The other objective of this contract is to clarify that the party A acknowledges that Party B will not be able to work for the party A as much as full time workers do in working time point of view, but the importance of the information provided by the party B to the party A based on the long-term experience of the party B in CVD field and materials science is the main reason that the party A have this contract with party B.



## 3. Term and Conditions under Which This Contract is Effective

- a. This contract becomes valid and effective from the point when the party A and B signed on it. As long as the party A is working on the technology described in section 2 of this contract, wants the party B to work for the party A, and the party B is working properly, this contract is valid and effective. Once the party B receives the stocks or the cash described in section 5 c in this contract, both parties will discuss about whether they have to terminate this contract or not. A development schedule of Party A will be attached in this contract for the reference of the two parties.
- b. This contract is effective, even if the party A changes its name, or will be merged to other company or companies, or other change is happened to it. In those cases of company name change and merger, the benefits which are to be offered by the party A to party B, will be adjusted in a reasonable manner without accompanying any loss in the value of the benefits.
- c. This contract is effective, even if the party B changes his nationality, name, or other things which do not breach the main promises written in this contract.



#### 4. Obligations of Party B (Offer from Party B)

Party B promise to provide all the necessary information he has now and he will get from now on, for the work described in this contract to the party A. Party B is also obliged to provide all the possible technological assistance to party A, continuously, as long as this contract is effective. However, the party A can not mandate the party B to do any physically impossible work for the party A. Good will, common sense and fairness will be relied upon in judging the degree of the fulfillment of the promises and duties of the party B.

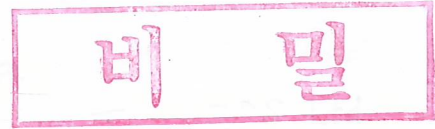
#### 5. Obligations of Party A (Offer from Party A)

- a. All the costs, occurred by the party B in pursuing requested job by the party A, proven by receipts, will be reimbursed by the party A to party B.
- b. Wages of \$45 (forty five ) / hour for the actual work done by the party B will be paid by the party A. The upper limit of the paid working hours of the party B per each month is 10 (ten ) hours. The monthly wages will be wire-transferred to the check account of the party B: Bank of America, account # 122101706-251569770, branch # 1426, unless other way is indicated. The party A can deduct the transfer fee and the tax from the monthly wage.
- c. 2,000 (two thousand ) stocks of IPS Ltd. (party A), whose face-value (par-value) is Won500/sheet before its IPO, or the cash equivalent to the difference between the market price of the stocks on June 1, 2002 and the price calculated on the face price (Won500/sheet), will be provided to the party B on June 1, 2002, if the party A was selling multiple ALD-TiN systems to its customers with the In-situ cleaning technologies developed through the co-work described in Section 2, at the time of June 1, 2002.



#### 6. Other agreements between the Two Parties

- a. The party A can not ask the party B to pay the cost and wage back to party A for jobs done already.
- b. The rate of wages (refer to section 5-b) is valid during the period for the in-situ cleaning method and materials development for ALD TiN process, noted on the attached joint work schedule.
- c. Any thing written in this contract can be amended under the agreement of party A and party B. In that case, adding amendment pages, signed by the two parties, to this original contract is recommended.
- d. The communication skill and consultant method will be attached by both Party A and Party B.
- e. The contract to promote the development activities of Plasma Enhanced (hereafter, PE) Chemical Vapor Deposition (hereafter, CVD) tantalum/tantalum nitride (hereafter Ta/TaN) process (i.e., chamber) using TaCl5-based chemistry might be discussed again in the 4th quarter of this year. Therefore, anything written on the PECVD-TaN work in this contract, can not regulate the activity of the two parties regarding the issue, until a new contract is made, separately.
- f. The ownership of Patents issued according to the results of the work consulted by Party B must be assigned by Party A.



## 7. Signatures and the Date

Date: 5/25/2000

From: 양병준

I agree to accept the offers from Byungchun Yang (party B), and promise to offer the benefits written in section 5 of this contract to him.

President of IPS Ltd. : [Signature], Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / 2000

COO of IPS Ltd. : 김영수, Signature: [Signature] Date: May 29 / 2000  
(김영수)

I agree to abide by the promises I made to help IPS Systems to be successful in the In-situ cleaning methods and materials development for the ALD process, and other businesses covered under this contract.

Byungchun Yang 양병준, Signature: [Signature] Date May 25 2000





# R&D Work Plan(IPS)

15-May-00

Items	2000												2001					
	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6			
1. ALD Oxide/Metal Paper Work			↑															
Selection of Cleaning Source			↑															
Selection of Cleaning Method			↑															
Kit Set-up				↑														
Process Test									↑									
2. PECVD TaN																		
Concept Design									↑									
Drawing																		
Build up Module																		
Process Test																		

