

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-KA

[X] ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2000

COMMISSION FILE NUMBER 000-29472

AMKOR TECHNOLOGY, INC. (EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE (STATE OF INCORPORATION)

23-1722724 (I.R.S. EMPLOYER IDENTIFICATION NUMBER)

1345 ENTERPRISE DRIVE WEST CHESTER, PA 19380 (610) 431-9600 (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES AND ZIP CODE)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT: NONE
SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: COMMON STOCK, \$0.001 PAR VALUE
5 3/4% CONVERTIBLE SUBORDINATED NOTES DUE 2003
5% CONVERTIBLE SUBORDINATED NOTES DUE 2007

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No []

Check if there is no disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is contained in this form, and no disclosure will be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the average bid and asked prices of such stock, was approximately \$1,287,769,922 as of February 28, 2001.

The number of shares outstanding of each of the issuer's classes of common equity, as of February 28, 2001, was as follows: 151,201,638 shares of Common Stock, \$0.001 par value.

Documents Incorporated by Reference: Portions of the definitive Proxy Statement to be delivered to stockholders in connection with the 2001 Annual Meeting of Stockholders are incorporated by reference into Part III.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report on Form 10-K to be signed, on its behalf by the undersigned, thereunto duly authorized.

AMKOR TECHNOLOGY, INC.

By: *

James J. Kim

Chairman and Chief Executive Officer

Date: May 16, 2001

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

NAME -----	TITLE -----	DATE ----
* ----- James J. Kim	Chief Executive Officer and Chairman	May 16, 2001
* ----- John N. Boruch	President and Director	May 16, 2001
/s/ KENNETH JOYCE ----- Kenneth Joyce	Chief Financial Officer (Principal Financial and Accounting Officer)	May 16, 2001
* ----- Winston J. Churchill	Director	May 16, 2001
* ----- Thomas D. George	Director	May 16, 2001
* ----- Gregory K. Hinckley	Director	May 16, 2001
* ----- John B. Neff	Director	May 16, 2001
* ----- Juergen Knorr	Director	May 16, 2001

* By: /s/ KENNETH JOYCE

Kenneth Joyce
Attorney-in-Fact

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EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION OF DOCUMENT
2.1	Asset Purchase Agreement by and between Amkor Technology Korea, Inc. and Anam Semiconductor, Inc., dated January 14, 2000.(7)
2.2	Amendment to Asset Purchase Agreement by and between Amkor Technology Korea, Inc. and Anam Semiconductor, Inc., dated as of February 25, 2000.(7)
3.1	Certificate of Incorporation.(1)

- 3.2 Certificate of Correction to Certificate of Incorporation.(2)
- 3.3 Restated Bylaws.(2)
- 4.1 Specimen Common Stock Certificate.(1)
- 4.2 Convertible Subordinated Notes Indenture dated as of May 6, 1998 between the Registrant and State Street Bank and Trust Company, including form of 5 3/4% Convertible Subordinated Notes due 2003.(1)
- 4.3 Senior Notes Indenture dated as of May 6, 1999 between the Registrant and State Street Bank and Trust Company, including form of 9 1/4% Senior Note Due 2006.(4)
- 4.4 Senior Subordinated Notes Indenture dated as of May 6, 1999 between the Registrant and State Street Bank and Trust Company, including form of 10 1/2% Senior Subordinated Note Due 2009.(4)
- 4.5 Convertible Subordinated Notes Indenture dated as of March 22, 2000 between the Registrant and State Street Bank and Trust Company, including form of 5% Convertible Subordinated Notes due 2007.(6)
- 4.6 Registration Agreement between the Registrant and the Initial Purchasers named therein dated as of March 22, 2000.(1)
- 10.1 Form of Indemnification Agreement for directors and officers.(1)
- 10.2 1998 Stock Plan and form of agreement thereunder.(1)
- 10.3 Form of Tax Indemnification Agreement between Amkor Technology, Inc., Amkor Electronics, Inc. and certain stockholders of Amkor Technology, Inc.(1)
- 10.4 Commercial Office Lease between the 12/31/87 Trusts of Susan Y., David D. and John T. Kim and Amkor Electronics, Inc., dated October 1, 1996.(1)
- 10.5 Commercial Office Lease between the 12/31/87 Trusts of Susan Y., David D., and John T. Kim and Amkor Electronics, Inc., dated June 14, 1996.(1)
- 10.6 Contract of Lease between Corinthian Commercial Corporation and Amkor/Anam Pilipinas Inc., dated October 1, 1990.(1)
- 10.7 Contract of Lease between Salcedo Sunvar Realty Corporation and Automated Microelectronics, Inc., dated May 6, 1994.(1)
- 10.8 Lease Contract between AAP Realty Corporation and Amkor/Anam Advanced Packaging, Inc., dated November 6, 1996.(1)
- 10.9 Immunity Agreement between Amkor Electronics, Inc. and Motorola, Inc., dated June 30, 1993.(1)
- 10.10 1998 Director Option Plan and form of agreement thereunder.(1)
- 10.11 1998 Employee Stock Purchase Plan.(1)
- 10.12 Foundry Services Agreement by and among Amkor Electronics, Inc., C.I.L. Limited, Anam Industries Co., Ltd. and Anam USA dated as of January 1, 1998.(1)
- 10.13 Technical Assistance Agreement by and between Texas Instruments Incorporated and Anam Industrial Co., Ltd. dated as of July 1, 2000.+
- 10.14 Amended Manufacturing and Purchase Agreement by and between Texas Instruments Incorporated, Anam Industrial Co., Ltd. and Amkor Electronics, Inc., dated as of July 1, 2000.+
- 10.15 1998 Stock Option Plan for French Employees.(1)
- 10.16 Loan Agreement between Amkor Electronics, Inc. and John Boruch dated January 30, 1998.(3)

- 10.17 Shareholders Agreement, dated April 10, 1998, by and among Amkor Electronics, Inc., Anam Industrial Co. Ltd., Scientek International Investment Co. Ltd., Chinfon Semiconductor & Technology Co., Ltd., Taiwan Semiconductor Manufacturing Company Ltd., and Acer Incorporated. (6)+
- 10.18 Intellectual Property Transfer and License Agreement by and between Amkor Technology, Inc. and Anam Semiconductor, Inc. (5)
- 12.1 Calculation of Ratio of Earnings to Fixed Charges. (8)
- 21.1 List of Subsidiaries of the Registrant. (8)
- 23.1 Consent of PricewaterhouseCoopers LLP. (8)
- 23.2 Consent of Sycip Gorres Velayo & Co. (8)

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EXHIBIT
NUMBER

DESCRIPTION OF DOCUMENT

- 23.3 Consent of Samil Accounting Corporation. (8)
- 23.4 Consent of Arthur Andersen LLP. (8)
- 23.5 Consent of Siana Carr & O'Connor, LLP. (8)
- 23.6 Consent of Ahn Kwon & Company. (8)

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- (1) Incorporated by reference to the Company's Registration Statement on Form S-1 filed October 6, 1997, as amended (File No. 333-37235).
 - (2) Incorporated by reference to the Company's Registration Statement on Form S-1 filed August 26, 1998, as amended (File No. 333-49645).
 - (3) Incorporated by reference to the Company's Annual Report on Form 10-K filed March 31, 1999, as amended.
 - (4) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed May 17, 1999.
 - (5) Incorporated by reference to the Company's Report on Form 8-K dated October 26, 1999.
 - (6) Incorporated by reference to the Company's Annual Report on Form 10-K filed March 30, 2000, as amended.
 - (7) Incorporated by reference to the Company's Report on Form 8-K dated May 2, 2000, as amended.
 - (8) Incorporated by reference to the Company's Annual Report on Form 10-K filed April 2, 2001.

+ Confidential Treatment requested as to certain portions of this exhibit.

EXHIBIT 10.13

PHASE 3
 TECHNICAL ASSISTANCE AGREEMENT
 BETWEEN
 TEXAS INSTRUMENTS INCORPORATED
 AND
 ANAM SEMICONDUCTOR, INC.
 DATED AS OF JULY 1, 2000

PHASE 3 TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement, including the attachments hereto (this "Agreement"), dated as of July 1, 2000 is made by and between TEXAS INSTRUMENTS INCORPORATED, a Delaware, U.S.A. corporation, with its principal place of business at 13500 North Central Expressway, Dallas, Texas 75265, U.S.A. ("TI"), and Anam Semiconductor, Inc. (formerly known as ANAM INDUSTRIAL CO., LTD.), a corporation of the Republic of Korea, with its principal place of business at Seoul, Republic of Korea ("Anam"). TI and Anam are hereinafter referred to individually by their respective names or as Party and collectively as Parties. AMKOR TECHNOLOGY, INC. (formerly known as Amkor Electronics, Inc.), a Delaware, U.S.A. corporation, with its principal place of business at 1345 Enterprise Drive, West Chester PA 19380, ("Amkor") shall be bound by certain provisions of this Agreement as set forth herein.

RECITALS

WHEREAS, TI, a global merchant-market semiconductor company, owns or possesses certain rights, title and interests in and to valuable Advanced Available Technology, Associated Technical Information, Trade and Industrial Secrets and other Technical Information, which relate to the manufacture of the Products (each term as hereinafter defined);

WHEREAS, Anam desires to obtain from TI certain Technical Assistance (as hereinafter defined) with respect to the manufacture of Products;

WHEREAS, TI is willing to provide to Anam certain Technical Assistance using Advanced Available Technology and Future Technology Nodes on the terms and conditions set forth below;

WHEREAS, TI desires to obtain a reliable, competitive, long-term source of TI Products (as hereinafter defined);

WHEREAS, Anam has made a considerable investment to construct and operate its Facility based in significant part on the expectation that it will receive the Technical Assistance using Advanced Available Technology and Future Technology Nodes from TI so as to establish Anam as a leading supplier of advanced foundry services, directly and through Amkor and their Affiliates;

WHEREAS, TI has made a significant investment in the research and development of technology and has agreed to the transfer of technology based in significant part on the expectation that Anam will maintain the confidentiality of TI's Technical Information, Associated Technical Information and Technical Data provided hereunder and on the expectation that Anam and Amkor can provide a reliable, competitive, long-term source of TI Products;

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WHEREAS, TI and Anam desire to establish a long-term, strategic relationship to accomplish the above stated objectives;

WHEREAS, TI and Anam entered into a Technical Assistance Agreement

having an effective date of January 28, 1997 for Phase 1 of the Facility, as defined herein (the "Phase 1 TAA");

WHEREAS, TI and Anam have entered into a Technical Assistance Agreement having an effective date of January 1, 1998 for Phase 2 of the facility as defined herein (the "Phase 2 TAA"); and

WHEREAS, Anam contemplates equipping Phase 3 of the Facility, as defined herein, in a manner compatible with TI's non-copper C05 process technology, and in such a manner as to meet the needs of the merchant foundry market, provided the Parties enter into this Agreement providing for, among other things, TI's transfer of such technology.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following words, terms and phrases shall have the meanings assigned to them in this Article 1 unless specifically otherwise stated. Furthermore, any defined term herein shall have a constant meaning regardless of whether it is used in its singular or plural form.

1.01 ADVANCED AVAILABLE TECHNOLOGY.

1.01.01 Advanced Available Technology shall consist of such CMOS logic process, Technical Information and Technical Data of TI which is within the technology set referred to within TI as "non-copper C05" technology and which TI either has used or uses in commercial production of logic semiconductor devices or, following completion of TI's then-current productization process, considers usable in commercial production of TI Products and which TI may disclose or convey to Anam; Advanced Available Technology shall also include improvements and derivatives of the non-copper C05 core process, related split gate processes and future transistor improvements; provided, however, Advanced Available Technology shall not include, inter alia any DRAM, Flash, EPROM, and other merged technologies.

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1.01.02 Advanced Available Technology shall not include any Technical Information relating to any product, device, apparatus, equipment, system, mask, computer program, hardware, or software other than that which directly relates to wafer fabrication and wafer test of TI Products.

1.02 AFFILIATE. Any individual, corporation, partnership, joint venture, trust, unincorporated organization, or other business enterprise which, directly or indirectly, controls or is controlled by, or is under common control of a Party, but only so long as such relationship is maintained. Notwithstanding the foregoing, Anam and Amkor and their respective Affiliates shall be deemed Affiliates for the purposes of this Agreement.

1.03 ASSOCIATED TECHNICAL INFORMATION. Information of TI, other than Technical Information, relating to 25C10 and 18C07 and non-copper C05 CMOS logic processes, associated with TI Products and comparable products manufactured at TI, which processes are no longer on an active TI product or process roadmap and the development of which TI has discontinued.

1.04 CAPACITY. As defined in the Manufacturing and Purchase Agreement.

1.05 COPYRIGHTS. Rights under the U.S. copyright laws, as amended from time to time, and under any similar laws in countries other than the U.S.

1.06 EFFECTIVE DATE. The later of the date of execution by each Party and the date on which is received all government approvals necessary for the performance of this Agreement.

1.07 FACILITY.

- 1.07.01 The completed wafer fabrication plant known as Anam Fabrication Buchon (AFB) 1, located at 222, Dodang-dong, Wonmi-gu, Buchon, Kyunggi-do, Korea 420-130, which Anam constructed in Buchon, Republic of Korea, in connection with the Phase 1 TAA, which Facility includes only a single 60 meter by 100 meter clean room.
- 1.07.02 The term Facility includes a wafer fabrication facility and equipment only, and shall not include facilities or equipment for assembly and testing of assembled Products.

1.08 FUTURE TECHNOLOGY NODES. Advanced Available Technology of TI's next node [*] of CMOS logic processes or comparable processes that TI may develop and intends to qualify for TI's own use

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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1.10 KOREAN LAWS. The laws, regulations, decrees and rules of the Republic of Korea.

1.11 MANUFACTURING AND PURCHASE AGREEMENT (MPA). The Manufacturing and Purchase Agreement of even date herewith between TI, Amkor and Anam.

1.12 MASKWORK RIGHTS. Rights under the U.S. Semiconductor Chip Protection Act of 1984, as amended from time to time, and under any similar laws in countries other than the U.S.

1.13 NON-TI PRODUCTS. Semiconductor wafers manufactured using non-copper C05 CMOS Advanced Available Technology, intended for sale and shipment to parties other than TI or its Affiliates.

1.14 PATENTS. (i) Patents, utility models and design patents under the laws of any country, (ii) any applications for patents, utility models and design patents that, when issued, will be comprehended by the foregoing, and (iii) any amendments, renewals or extensions of any of the foregoing.

1.15 PHASE 1. That portion of the clean room within the Facility, the process capability of which was contemplated by the Parties in the Phase 1 TAA, to be sufficient to manufacture approximately [*] under the provisions of the Phase 1 TAA and which, as currently contemplated by the Parties, will be sufficient to transition to the manufacture of approximately [*] under the provisions of the Phase 1 TAA.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.16 PHASE 2. That portion of the clean room within the Facility, the process capability of which was contemplated by the Parties in the Phase 2 TAA, to be sufficient to manufacture approximately [*] under the provisions of the Phase 2 TAA, and which, as currently contemplated by the Parties, will be sufficient to manufacture approximately [*] under the provisions of the Phase 2 TAA.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.17 PHASE 3. That portion of the clean room within the Facility, the process capability of which, as currently contemplated by the Parties, is sufficient to manufacture approximately [*] under the provisions of this Agreement.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.18 PRODUCTS. TI Products and Non-TI Products.

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1.19 PRODUCT QUALIFICATION. TI's written certification that TI Products and their manufacture have achieved a level of quality, consistency and reliability that meets or exceeds the Specifications in accordance with this Agreement.

1.20 RELATED FACILITY. As defined in Section 10.03 below.

1.21 SPECIFICATIONS. Such specifications relating to specific process flows which are supplied to Anam in writing by TI to describe, characterize, circumscribe and define the design characteristics, quality and performance of TI Products, manufacturing processes, manufacturing equipment or Product Qualification and which are consistent with specifications which are applicable to the same process flows used in a TI facility comparable to the Facility.

1.22 SUBSIDIARY. Any corporation, other juridical enterprise, partnership or other business enterprise the majority of the voting shares of which is owned by a Party.

1.23 TECHNICAL ASSISTANCE. With respect to TI's performance of this Agreement, any and all consultation, advice, training or meetings relative to providing any Technical Information, Associated Technical Information or Technical Data.

1.24 TECHNICAL DATA. Any Technical Information embodied in or set forth on any tangible medium and including, without limitation, reports, memoranda, plans, prints, Specifications, material lists, machine drawings, software and instructions (whether in human or machine readable form).

1.25 TECHNICAL INFORMATION. Any information of TI which relates specifically to the manufacture, fabrication, and testing of TI Products and which is owned, developed, discovered or otherwise acquired by TI at any time prior to the expiration or termination of the Term of this Agreement.

1.26 TERM. The period during which this Agreement is in effect, as more specifically set forth in Article 15 of this Agreement.

1.27 TI COPYRIGHTS. All rights of TI under Copyrights, which rights are or were acquired by TI at any time prior to the expiration or termination of this Agreement.

1.28 TI MASKWORK RIGHTS. All rights of TI under Maskwork Rights, which rights are or were acquired by TI at any time prior to the expiration or termination of this Agreement.

1.29 TI PATENTS. All rights of TI under Patents, which rights are or were acquired at any time prior to the expiration or termination of this Agreement.

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1.30 TI PRODUCTS. Non-copper C05 CMOS logic semiconductor wafers manufactured by Anam using Advanced Available Technology intended for sale and shipment to TI based upon TI's design specifications in accordance with this Agreement and the MPA.

1.31 TRADE AND INDUSTRIAL SECRETS. Information including Technical Information and Associated Technical Information which (i) is treated as secret and confidential by a Party hereunder, and (ii) can be disclosed by a Party (the "Disclosing Party") to the other (the "Receiving Party") without violating obligations to third parties. The term Trade and Industrial Secrets includes, but is not limited to, any and all information supplied by TI under a certain nondisclosure agreement executed by TI and Anam and all future nondisclosure agreements of TI and Anam which are entered into pursuant to this Agreement or amendments to such nondisclosure agreements (hereinafter collectively "NDA").

ARTICLE 2

DELIVERY OF TI TECHNICAL INFORMATION AND ASSOCIATED TECHNICAL INFORMATION

2.01 GENERAL OBLIGATION TO PROVIDE TECHNICAL INFORMATION.

- 2.01.01 TI shall, from time-to-time during the Term, furnish to Anam, in the manner provided in Articles 2, 3, and 4 hereof, Technical Information, including Advanced Available Technology, which is reasonably necessary to allow Anam to carry out the wafer fabrication and wafer test of TI Products in Phase 3.
- 2.01.02 Such Technical Information and Advanced Available Technology shall consist of, to the extent applicable, all of the following:
- (a) The TI Technical Information, Technical Data and such other technical assistance deliverables identified in Schedule "1", which schedule is attached hereto and incorporated herein by this reference.
 - (b) Preparation and interpretation of drawings, blueprints, Specifications for materials, and Specifications for parts and devices;
 - (c) Preparation of reports or reproducible data used for conveying Technical Information or Advanced Available Technology;
 - (d) Planning and conducting training programs for employees engaged in the engineering and production of the TI Products in Phase 3;
 - (e) Assistance in obtaining such special tooling and equipment as may be necessary;
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- (f) Inspection and testing of tools, molds and dies;
 - (g) Quality control of parts and materials offered by suppliers of Anam;
 - (h) Providing equipment lists; and
 - (i) Any other assistance which may be reasonably required to the manufacture of TI Products in Phase 3.
- 2.01.03 From time to time TI will provide Anam with its current TI product or process roadmap associated with the TI Products and the non-copper C05 process hereunder. Upon Anam's reasonable request, following a meeting in accordance with Section 16.06, TI shall deliver Associated Technical Information in the possession of TI. Notwithstanding anything to the contrary contained herein, TI shall be under no obligation to further develop or to assist Anam in further development of such Associated Technical Information. Anam assumes all risks associated with its use of any Associated Technical Information delivered hereunder.

2.02 PERSON-MONTH COMMITMENT.

- 2.02.01 Notwithstanding anything to the contrary contained herein, the total person-month commitment for all Technical Assistance under this Agreement shall be, in the aggregate:
- (a) 100 person months of TI personnel in Korea;
 - (b) 100 person months of Anam personnel to be trained by TI.
- 2.02.02 After Product Qualification, in the event that Anam should

request Technical Assistance from TI additional to the person-month commitment set forth in Section 2.02.01, TI shall provide such Technical Assistance that is reasonable and for which TI has then-current capability to perform, provided that the Parties mutually and reasonably agree to the terms and conditions, including but not limited to scope, duration, number of personnel and fees, under which such additional Technical Assistance may be provided.

2.03 LIMITATION ON OBLIGATION TO DISCLOSE. Anything to the contrary in this Agreement notwithstanding, TI shall neither be obligated nor required to disclose to Anam any Technical Information, Advanced Available Technology, Associated Technical Information or Technical Data with respect to which there is imposed on TI legal or contractual obligations not to disclose to Anam or which would trigger any obligation of TI to an

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unrelated third party; provided, however, TI represents that (i) the Technical Information, Advanced Available Technology and Technical Data TI furnishes to Anam under this Agreement is or will be the same as used by TI in its own process of non-copper C05 products comparable to TI Products and (ii) Anam may use such information in the manufacture of TI Products.

2.04 PROGRAM COORDINATOR. Each Party shall appoint, within thirty (30) days of the Effective Date, a person who shall be responsible for the implementation of this Agreement and who shall provide coordination of the Parties under this Agreement (hereinafter the "Program Coordinator").

2.05 LIMITATION ON TI'S OBLIGATIONS. Notwithstanding anything to the contrary contained herein, TI's affirmative obligations hereunder, including but not limited to those under Articles 2, 3 and 4, shall relate solely to TI Products, except with respect to Sections 2.01.03, and 3.05.

2.06 CONSIDERATION. The consideration for Technical Assistance to be provided by TI to Anam under this Agreement includes but is not limited to the mutual exchange of promises in this Agreement and the MPA, and the Technical Assistance Fee expressly set forth in Annex A, Section II of this Agreement, which Annex is incorporated herein by this reference.

ARTICLE 3 TECHNICAL ASSISTANCE OUTSIDE KOREA

3.01 VISITS TO PLANTS AND TRAINING OUTSIDE KOREA. When reasonably required by Anam, TI shall arrange for a reasonable number of technical personnel in the sole and exclusive permanent employ of Anam to visit, at TI's reasonable discretion, plants and offices of TI or Affiliates of TI, so that such technical personnel may observe and become familiar with the Technical Information or Advanced Available Technology, and in particular with the engineering and manufacturing methods and techniques used in such plants in producing comparable products. Such visits will include training in the utilization of the manufacturing equipment, tools and techniques being used in the plants of TI or of Affiliates of TI. Upon reasonable request by Anam, TI shall arrange for a reasonable number of personnel of Amkor or Amkor Affiliates to visit, at TI's reasonable discretion, plants and offices of TI or Affiliates of TI for the limited purpose of fulfilling Amkor's marketing and sales obligations under the MPA and Amkor's marketing and sales function with respect to Non-TI Products, and otherwise subject to Article 10 hereof.

3.02 MANNER OF ARRANGING TECHNICAL ASSISTANCE. The number of personnel of Anam and Amkor or their Affiliates which may be sent to the plants and offices of TI or of Affiliates of TI pursuant to Section 3.01 hereof and the schedules, and the particular purposes of all such visits, shall be agreed upon in advance in writing between TI and Anam from time-to-time.

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3.03 EXECUTION OF SECRECY AGREEMENTS. Anything to the contrary in this Article 3 notwithstanding, each and every personnel of Anam, Amkor or Affiliates of either who shall be sent to the TI plants pursuant to Section 3.01 and Section 3.02, shall execute a nondisclosure agreement as a condition precedent to admission or access to such plant or receipt of technical training pursuant to Section 3.02 hereof. All such personnel shall fully abide by all plant rules

and regulations of TI or TI Affiliates. Anam shall be fully liable for any personal injury losses or property damages incurred by TI or TI Affiliates as a result of any act or omission of Anam personnel while on the premises of TI or its Affiliates.

3.04 EXPENSES. [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

3.05 CONSULTATION AND ADVICE BY CORRESPONDENCE. After the fulfillment of Section 2.02.01 and from time-to-time during the Term, TI will consult with and advise Anam personnel concerning any difficulties encountered by Anam in the operation of the Facility in the manufacture of Products; provided, however, that such TI consultation and rendering of advice shall take place only by correspondence or telephone between TI and Anam, except as otherwise agreed.

3.06 TECHNICAL ASSISTANCE IN TI FACILITIES. Should it prove uneconomical for Anam to duplicate some of the facilities available to TI or Affiliates of TI, TI shall, from time-to-time during the Term, when reasonably agreed to by the Parties, make available, or have made available, to Anam certain of the similar facilities of TI to perform, or have performed, certain testing and analysis of the TI Products manufactured by Anam, for the purpose of advising Anam as to the suitability of available raw materials and of means of improving TI Products. Such facilities may include TI laboratories and pilot plants which are engaged in the same or similar activities. Anam shall reimburse TI for all of the costs and expenses incurred by TI as a result of such testing, analysis and use of TI facilities.

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3.07 PROVISIO. Nothing in this Article 3 shall be construed to obligate Anam to assign to the temporary or permanent employ of TI any personnel of Anam. Arrangements for any such temporary or permanent assignments shall be separately made between Anam and TI on a case-by-case basis.

ARTICLE 4
TECHNICAL ASSISTANCE IN KOREA

4.01 TECHNICAL ASSISTANCE DURING THE TERM. With respect to Technical Information, from time-to-time during the Term, Anam may request TI to make available to Anam the services of TI personnel for reasonable periods of time and at mutually prearranged dates, to perform certain specific tasks and furnish specific advice and guidance. TI and Anam shall determine, by mutual agreement in each such case, the number, time of dispatch and duration of stay in Korea of any such personnel or other qualified personnel of TI to be made available to Anam in Korea pursuant to this Section 4.01.

4.02 TRAVEL EXPENSES. [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

4.03 LIVING EXPENSES. [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

4.04 PROVISIO. Nothing in this Article 4 shall be construed to obligate TI to assign to the temporary or permanent employ of Anam any personnel of TI. Arrangements for any such temporary or permanent assignments shall be separately made between Anam and TI on a case-by-case basis. Nothing in this Article 4 shall be construed to obligate TI to continue to make available for an uninterrupted period of more than one hundred seventy (170) days the services of any one person to Anam in Korea.

4.05 EXECUTION OF SECRECY AGREEMENTS. Anything to the contrary in this Article 4 notwithstanding, each and every personnel of TI who shall be sent to the Anam plants or offices pursuant to Section 4.01 shall execute a nondisclosure agreement as a condition precedent to admission or access to such

plant. All of such personnel shall fully abide by all of the plant rules and regulations of Anam. TI shall be fully liable for any personal injury losses or property damages incurred by Anam, Amkor or their Affiliates as a result of any act or omission of TI personnel while on the premises of Anam or Amkor.

ARTICLE 5
INTELLECTUAL PROPERTY RIGHTS

5.01 GRANT OF RIGHTS RELATING TO TI PRODUCTS.

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5.01.01 RIGHT TO USE TI PATENTS, MASKWORK RIGHTS AND COPYRIGHTS FOR TI PRODUCTS. For the term of this Agreement, TI hereby grants and agrees to grant to Anam nonexclusive rights, under TI Patents, TI Maskwork Rights and TI Copyrights, to make TI Products in the Facility or in any Related Facility (as defined in Section 10.03 below) for sale exclusively to TI or a TI Affiliate.

5.01.02 RIGHT TO USE THIRD PARTY PATENTS, MASKWORK RIGHTS AND COPYRIGHTS FOR TI PRODUCTS. As the present and potential licensee under agreements with third parties, for the term of this Agreement, TI hereby grants and agrees to grant to Anam, to the extent that any such agreement permits TI to do so, a nonexclusive right, under the Patents, Maskwork Rights and Copyrights of such third parties, to make TI Products in the Facility or in any Related Facility for sale exclusively to TI or a TI Affiliate; provided, however, that the grant of rights under this Section 5.01.02 shall be subject to the provisions of the licenses under which TI has the right to grant such rights.

5.01.03 RIGHT TO USE TRADE SECRET RIGHTS FOR TI PRODUCTS. TI hereby grants and agrees to grant to Anam, insofar as TI has the right to do so, nonexclusive rights to use Trade and Industrial Secrets, Advanced Available Technology and Technical Information that TI may now or hereafter own or possess for or in connection with the manufacture in the Facility or in any Related Facility of TI Products for sale exclusively to TI or a TI Affiliate.

5.02 GRANT OF RIGHTS RELATING TO NON-TI PRODUCTS.

[*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

5.03 ROYALTY. [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

5.04 TI DESIGN TECHNOLOGY. Anam will use reasonable commercial efforts to ascertain from prospective third party purchasers of Products whether such Product designs are based on proprietary TI design technology such that the manufacture of such Products by Anam would require the consent of TI.

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ARTICLE 6
USE OF NON-TI TECHNOLOGY

6.01 USE OF NON-TI TECHNOLOGY. Except as otherwise expressly provided for in this Article 6, Anam may not use any proprietary process technology or know-how directly in the manufacture of Products other than Technical Information or Associated Technical Information delivered hereunder by TI.

- (a) Anam may not use any technology conceived or developed by Anam in the manufacture of Products, unless:
- (i) With respect to the manufacture of TI Products, Anam has obtained the prior written consent of TI; and
 - (ii) With respect to Non-TI Products, either (A) Anam has obtained the prior written consent of TI or (B) Anam's use thereof would not (1) impact the quality and/or Specifications of TI Products or (2) require TI to provide to Anam any assistance not contemplated by this Agreement;
- (b) If Anam or Amkor receives a written notice of an alleged infringement from a third party relating to Non-TI Products, and after reasonable investigation, Anam concludes in its reasonable business judgment to change its process technology in light of such notice, and notwithstanding TI's position in respect of such infringement claim, Anam may make such necessary changes to its process for manufacturing Non-TI Products to such extent as may be required in Anam/Amkor's reasonable judgment to avoid the alleged infringement; provided, however, that any action taken by Anam in this regard is entirely at its own choice and shall not be construed as any acquiescence or admission on TI's part as to such alleged infringement and neither shall such action be construed as an admission on Anam's or Amkor's part as to such alleged infringement.
- (c) In the event, and to the extent that, Anam develops or creates any process or manufacturing technology derived from the TI Technical Information or Associated Technical Information provided to Anam hereunder, to the extent it is permitted to do, so, Anam hereby grants and agrees to grant to TI, under any Anam intellectual property rights, except with respect to any Patents that Anam may acquire, a royalty-free, worldwide, perpetual, sublicensable license to use such technology to make, have made, sell and import TI semiconductor devices. With respect to any such Patents, Anam hereby grants and agrees to grant to TI a royalty-free, worldwide, perpetual, non-sublicenseable license to use such patents to make, have made, sell and import TI semiconductor devices. Nothing set forth herein shall in any way limit Anam's rights to
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- (including the rights to practice and license) any technology, or any rights in any technology, developed or acquired independently by Anam.
- (d) Anam shall disclose the technology referred to in 6.02(c) in accordance with Section 16.06.
- (e) So as to avoid unauthorized disclosure of TI technology, Anam shall not file any patent application where such filing would require the disclosure of any TI trade secrets.
- (f) TI or Anam may propose from time to time that Anam or TI employees participate in joint development teams. Such participation shall be considered on a case-by-case basis and shall be subject to the execution of a separate written agreement.
- (g) In no event shall the royalty owed TI under Section 5.03(a) above be reduced or otherwise affected by any use by Anam of technology conceived or developed by Anam in the manufacture of Products.

6.03 TECHNOLOGY DEVELOPED BY THIRD PARTIES.

- (a) In no case shall Anam use proprietary process technology or know-how developed by third parties in any respect for the manufacture of Products without the prior written consent of TI, which consent shall not unreasonably be withheld or delayed. Anam recognizes that TI's consideration of any such proposal shall take into account the possibility of contaminating TI technology resident at the Facility with such third party technology, the impact on Anam's manufacture of TI Products and other relevant factors.
- (b) In no event shall the royalty owed TI under Section 5.03(a) above be reduced or otherwise affected by any use by Anam of technology conceived or developed by a third party in the manufacture of Products.

ARTICLE 7
TRADEMARKS

7.01 NO USE OF TI TRADEMARKS. Except as provided in Section 7.02, neither Anam nor any of its third party customers shall, at any time, in any place or in any manner, utilize the trademarks of TI, or its Affiliates or any name, mark, device or logo confusingly similar thereto, in connection with Anam, the business activities of Anam or the manufacture, use, lease, sale or other disposition of Non-TI Products in any other way.

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7.02 LIMITED TRADEMARK USE. Only with respect to TI Products and, then, only to the extent authorized in writing by TI, Anam may symbolize or otherwise mark such TI Products with TI trademarks, trade names, devices or other TI proprietary logos. Except as authorized pursuant to this Section 7.02, the provisions of Section 7.01 shall govern.

ARTICLE 8
DISCLAIMERS AND LIMITATIONS OF LIABILITY

8.01 INDEMNITY BY ANAM. Anam shall defend any suit or proceeding brought against TI insofar as such suit or proceeding is based upon a claim (i) that Non-TI Products manufactured by Anam, or any process carried out on Non-TI Products or any process used in the manufacture of Non-TI Products, constitutes direct infringement of any duly issued Patent, or any Maskwork Right, Copyright or trade secret, unless and to the extent that said infringement (excluding Patent or Maskwork Right infringement) resulted from Anam's implementation or utilization of Advanced Available Technology or Technical Information provided by TI to Anam hereunder, or (ii) that TI Products manufactured by Anam or any process carried out by TI Products or any process used in the manufacture of TI Products constitutes direct infringement of any duly issued Patent or any Maskwork Right, Copyright or trade secret where such infringement results from Anam's implementation or utilization of technology other than Advanced Available Technology or Technical Information provided by TI hereunder, or (iii) that the transfer, disclosure or licensing to TI of Anam technology as contemplated by this Agreement, or the entering into by Anam of this Agreement or any of the agreements contemplated by this Agreement, constitutes a breach of any contract, obligation or law to which Anam is bound, and Anam shall pay all damages and costs finally awarded therein against TI, provided however, Anam will not be obligated to indemnify and hold TI harmless against any claim unless Anam is promptly informed of each communication notice or other action relating to such claim and is given authority, information and assistance necessary to defend or settle said suit or proceeding.

8.02 INDEMNITY BY TI. TI shall defend any suit or proceeding brought against Anam or Amkor insofar as such suit or proceeding is based upon a claim that (i) TI Products manufactured by Anam, or any process supplied by TI and as practiced by Anam in the manufacture of TI Products, constitutes direct infringement of any duly issued Patent, or any Maskwork Right, Copyright or trade secret, or (ii) the transfer, disclosure or licensing to Anam of the TI technology as contemplated by this Agreement, or the entering into by TI of this Agreement or any of the agreements contemplated by this Agreement, constitutes a

breach of any contract, obligation or law to which TI is bound, and TI shall pay all damages and costs finally awarded therein against Anam or Amkor, provided, however, that TI is promptly informed of each communication notice or other action relating to the alleged infringement and is given authority, information and assistance necessary to defend or settle said suit or proceeding, and provided further that TI will not be obligated to indemnify and hold Anam and Amkor harmless to the extent that such liability results from either (i) Anam's implementation or utilization of

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technology other than Advanced Available Technology or Technical Information provided by TI to Anam hereunder; (ii) or Anam's breach of this Agreement.

8.03 HOLD HARMLESS. Except with respect to the subject matter of the indemnities in Article 8.01 and the MPA, Anam will hold TI harmless from and indemnify it against all claims made by third parties, including but not limited to vendors, contractors and customers of Anam, arising out of the operations of Anam, the manufacture and sale of Non-TI Products by Anam and the acts or omissions of Anam's personnel (whether or not such personnel are direct employees of Anam or have been obtained from TI on a seconding or contractual basis), whether such claims are based in contract, tort or otherwise.

8.04 LIMITATION OF LIABILITY.

- (a) EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE MANUFACTURING AND PURCHASE AGREEMENT, TI AND ANAM DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, FOR ANY TECHNICAL INFORMATION AND ASSOCIATED TECHNICAL INFORMATION PROVIDED TO EACH OTHER HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TI AND ANAM EXPRESSLY DISCLAIM ANY WARRANTY THAT THE OTHER PARTY'S USE OF TECHNOLOGY WILL NOT INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. NEITHER TI NOR ANAM AUTHORIZE ANY PERSON TO ASSUME FOR EITHER OF THEM ANY OTHER LIABILITIES IN CONNECTION WITH THE MANUFACTURE OR SALE OF THE PRODUCTS.
- (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER HEREUNDER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE.
- (c) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER THE PARTY AGAINST WHOM LIABILITY IS ASSERTED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (d) THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY ANAM TO TI HEREUNDER.

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8.05 NOTICE OF CLAIMS. Any provision herein to the contrary notwithstanding, both Anam and TI shall promptly advise the other whenever it shall become apprised of any claim which is of a nature comprehended by this Article 8.

ARTICLE 9
EXPORT CONTROLS

9.01 Anam understands and acknowledges that technology (regardless of the form in which it is provided), including software, received from TI under this Agreement may be under validated export license control of the United States or other countries. Anam agrees to comply with applicable export control laws, and

shall be responsible for obtaining all Anam's export, import and other licenses related to export, re-export or import of Non-TI Products, software or information by it. Anam specifically assures TI that without prior authorization from the U.S. Department of Commerce, it shall not knowingly sell, transfer, release, export or re-export, directly or indirectly, any technology (including software) received from TI, or any direct product or such technology or any Product, to any recipient, destination or country to which such export or re-export is restricted or prohibited by U.S. law, including, but not limited to the Democratic People's Republic of North Korea. The granting of all required import and export licenses shall be a condition precedent to TI's obligations under this Agreement. TI shall have no liability to Anam if any licenses or approvals are denied.

9.02 Anam agrees to comply with applicable Korean export and import control laws, and shall be responsible for obtaining all export, import and other licenses related to import, export, re-export of Non-TI Products, software or information by Anam, Amkor or any Affiliate.

9.03 TI shall comply with applicable U.S. and other export control laws, and, except as provided for in the preceding sentence, TI shall be responsible for obtaining all export and other licenses related to export of such technology and all import and other licenses related to the import into any country of TI Products by TI or its Affiliates, provided that such a license is required and further provided that Anam and Amkor have taken all necessary actions for TI to obtain such license and is in compliance with all U.S. export control laws.

9.04 Anam further agrees to obtain any necessary export license or other documentation prior to exportation of any product or technical data, including software, acquired from TI or any product of such technical data. Accordingly, Anam shall not sell, transfer, release, export, re-export, divert or otherwise dispose of any such product or technical data directly or indirectly to any person, firm or entity, or country or countries, prohibited by United States or non-U.S. laws or regulations. Further, Anam shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such technical data or product from Anam with the intention of exportation. Each Party shall secure, at its sole expense, such licenses and export and import documents as are necessary for each of them to fulfill its obligations under the Agreement.

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9.05 The terms of this Article 9 shall survive termination or expiration of this Agreement.

ARTICLE 10 CONFIDENTIALITY

10.01 TI CONFIDENTIAL INFORMATION.

10.01.01 ANAM'S GENERAL OBLIGATION OF CONFIDENTIALITY AND NONDISCLOSURE. Anam hereby recognizes that the value of the Technical Information, Technical Data, Advanced Available Technology, Associated Technical Information and Trade and Industrial Secrets and proprietary information of TI's customers (collectively the "TI Confidential Information") is attributable substantially to the fact that the said information, know-how and technologies of TI are maintained by TI, and its Affiliates in the strictest confidentiality and secrecy and generally are unavailable to others in Korea and elsewhere without the expenditure of substantial time, effort or money.

Anam therefore covenants and agrees to keep strictly secret and confidential the TI Confidential Information, whether disclosed by TI, or a TI Affiliate, in accordance with the following provisions of this Agreement. Anam agrees that the Confidential Information which it receives pursuant to this Agreement is received only for use by Anam and not by any Affiliate and only in the Facility and to the extent provided in this Agreement. Notwithstanding the foregoing, Anam may disclose TI Confidential Information to Amkor and certain of Anam's and Amkor's

respective Affiliates, but only to the extent permitted under Section 10.01.02.

Except as provided in Section 10.01.06 of this Agreement, Anam agrees to keep the TI Confidential Information confidential until ten (10) years after the expiration or termination of this Agreement; provided however that TI Confidential Information in the form of source code for any software or microcode will be kept confidential for an indefinite period; further provided that all TI Confidential Information is and shall remain exclusively owned by TI, and the grant in this Agreement of rights therein or access thereto does not transfer to Anam any present or future ownership rights in the TI Confidential Information.

10.01.02 DISCLOSURE TO THIRD PARTIES. Except as otherwise permitted in this Section 10.01.02, Anam and Amkor hereby covenant and agree not to disclose all or any portion of the TI Confidential Information to any third party under any circumstances whatsoever, except to

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those limited few persons for whom such disclosure is necessary for (1) the effective performance of evaluation of the manufacturing capability of Anam, (2) the effective management of supply and, in each case, only to the extent required for such effective performance, and only if such third party executes a nondisclosure agreement. Anam and Amkor agree to indemnify TI jointly and severally for all losses, costs or damages resulting from any breach by a customer or potential customer of such non-disclosure agreement executed pursuant to this Agreement.

TI releases Anam to disclose to Amkor TI proprietary information described in Annex B for the sole purpose of allowing Amkor to market foundry services to potential customers.

TI releases Amkor to disclose to customers or potential customers the TI proprietary information described in Annex B for the sole purpose of marketing and providing foundry services to those customers or potential customers, provided, that prior to transmitting any such TI proprietary information to such customers or potential customers, Amkor will require such customers and potential customers to execute a non-disclosure agreement in the form attached hereto as Annex C or an agreement that is in substance substantially equivalent thereto. TI releases Anam from the provision in Section 12.02 of the Phase 1 TAA requiring TI to be named a third party beneficiary of any such non-disclosure agreement; provided, however, that Anam and Amkor agree to indemnify TI jointly and severally for all losses, costs or damages resulting from any breach by a customer or potential customer of such non-disclosure agreement executed pursuant to this Agreement. The release contained in this Subsection 10.01.02 applies only to the TI proprietary information described in Annex B.

10.01.03 EXECUTION OF CONFIDENTIALITY AND SECRECY AGREEMENTS. Anything to the contrary in this Article 10 notwithstanding, Anam shall not disclose any TI Confidential information to any of its respective employees or other personnel unless and until such employees or other personnel have, prior to such disclosure, executed a written nondisclosure agreement, with respect to the use, disposition and disclosure of confidential information to be disclosed to each such employee or other personnel of Anam pursuant to Section 10.01.03 hereof.

- 10.01.04 MARKING OF TECHNICAL DATA EMBODYING TRADE AND INDUSTRIAL SECRETS. To implement the covenants and obligations of Anam pursuant to this Section 10.01, Anam shall cause all Technical Information, Associated Technical Information and Technical Data

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relating to or containing information concerning the Trade and Industrial Secrets, including, but not limited to sketches, drawings, reports, memoranda, blueprints, photographs, recording media and notes, and all copies, reproductions, reprints and translations thereof, created by Anam to be plainly marked to indicate the secret and confidential nature thereof and to prevent unauthorized access thereto and unauthorized use or reproduction thereof. Any materials constituting Technical Information, Associated Technical Information and Technical Data relating to or containing information concerning the Trade and Industrial Secrets provided by TI to Anam and customer proprietary information that TI considers TI Confidential Information shall be marked as such. Notwithstanding the foregoing, any materials disclosed by TI to Anam under circumstances that indicate the confidential nature of such information shall also be treated as confidential hereunder.

- 10.01.05 MEASURES TO COMPEL COMPLIANCE. To further implement the covenants and obligations of Anam pursuant to this Section 10.01, Anam shall take all commercially reasonable efforts, including, but not limited to court proceedings at its own expense, to compel compliance by its respective employees, other persons and any third party.
- 10.01.06 LIMITATION AND SURVIVAL OF OBLIGATIONS. The covenants and obligations undertaken by Anam pursuant to this Section 10.01 shall not apply to, and TI Confidential Information shall not include, any information which Anam can establish (i) was independently developed by Anam without any use of TI Confidential Information or by Anam's employees or other agents (or independent contractors hired by Anam) who have not been exposed to the TI Confidential Information; (ii) becomes known to Anam, without restriction, from a source other than TI that had a right to disclose it and without breach of this Agreement; (iii) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of Anam; or (iv) was rightfully known to Anam, without restriction, at the time of disclosure.
- 10.01.07 ANAM PROCEDURES. As soon as practicable hereafter, Anam shall establish and implement rules and procedures with the cooperation of TI which are not inconsistent herewith and which are sufficient to comply with Anam's obligations set forth in this Section 10.01 as well as for the protection of the Confidential Information of TI and TI customers.
- 10.01.08 RIGHT OF INSPECTION, AUDIT AND RECOMMENDATION. At any time upon TI's written request and reasonable notice, Anam shall permit

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representatives of TI or any TI customer to inspect the Facility and to review and audit the rules and procedures established by Anam as required by Section 10.01.07 above for purposes of determining the sufficiency of such rules and procedures and their implementation. Furthermore, TI

shall have the right to make recommendations on behalf of itself and any TI customer, not inconsistent with TI practices in like TI facilities, to Anam for complying with Anam's obligations set forth in this Agreement. Anam shall implement all such reasonable recommendations within a reasonable time after written request by TI. Anything to the contrary in this Article 10 notwithstanding, each and every personnel of TI who shall be sent to the Anam plants or offices pursuant to this Section 10.01.08 shall execute a nondisclosure agreement containing reasonable terms as a condition precedent to admission or access to such plant. All of such personnel shall fully abide by all of the plant rules and regulations of Anam or Anam Affiliates.

10.01.09 TECHNICAL PUBLICATIONS. Anam shall submit all technical abstracts and manuscripts that relate to TI Confidential Information to TI, and obtain TI's written consent, prior to submission to a third party for publication.

10.02 TI RIGHT TO SUSPEND DELIVERY OF TECHNICAL INFORMATION OF TI. If Anam materially breaches this Agreement, or unreasonably fails to implement any recommendations made by TI pursuant to Section 10.01, then, TI shall have the right to suspend its obligations under this Agreement with respect to delivery of Technical Information, Associated Technical Information and Technical Data without being in breach of this Agreement. Nothing in this Section 10.02 shall limit TI's right to pursue other available remedies for such failure to implement TI recommendations.

10.03 ANAM'S RIGHT TO TRANSFER TECHNICAL INFORMATION TO ANOTHER FACILITY. Notwithstanding anything to the contrary contained herein, Anam may transfer TI Technical Information and Associated Technical Information to a wafer fabrication facility other than the Facility for purposes of allowing such other facility to engage in wafer fabrication of Products, provided such other facility is wholly-owned by Anam or by a wholly-owned Anam Subsidiary, and provided further such facility is located on the same Buchon, ROK site owned by Anam as is located the Facility (such other facility herein referred to as a "Related Facility"). As a condition to any such transfer to such Anam Subsidiary, Anam shall cause such Subsidiary to execute a confidentiality agreement with TI containing terms substantially similar to those contained in this Article 10. Upon any such transfer, the term "Facility" as used herein shall be deemed to include any such other Related Facility.

10.04 ANAM CONFIDENTIAL INFORMATION.

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10.04.01 TI'S GENERAL OBLIGATION OF CONFIDENTIALITY AND NONDISCLOSURE. TI hereby recognizes that the value of the technical and business information and data of Anam, Amkor and their Affiliates (collectively the "Anam Confidential Information") is attributable substantially to the fact that the said information, know-how and technologies of Anam are maintained by Anam, Amkor and their Affiliates in the strictest confidentiality and secrecy and generally are unavailable to others without the expenditure of substantial time, effort or money.

TI therefore covenants and agrees to keep strictly secret and confidential the Anam Confidential Information, whether disclosed by Anam, Amkor or their Affiliates, in accordance with the following provisions of this Agreement. TI agrees that the Anam Confidential Information which it receives pursuant to this Agreement is received only for use by TI and its Affiliates and only to the extent provided in this Agreement.

Except as provided in Section 10.04.06 of this Agreement, TI agrees to keep the Anam Confidential Information confidential until ten (10) years after the expiration or termination of this Agreement; provided however that Anam Confidential Information in the form of source code for any software or microcode will be kept confidential for an

indefinite period, and further provided that nothing in this Article 10 shall grant TI any license or ownership of Anam Confidential Information.

10.04.02 DISCLOSURE TO THIRD PARTIES. Except and only to the limited extent necessary to market TI Products, to third parties and as otherwise provided herein, TI hereby covenants and agrees not to disclose all or any portion of the Anam Confidential Information to any third party under any circumstances whatsoever, except to those limited few persons for whom such disclosure is necessary for the effective performance of evaluation of the manufacturing capability of Anam, and, in each case, only to the extent required for such effective performance, and only if such third party executes a nondisclosure agreement. TI agrees to indemnify Anam for all losses, costs or damages resulting from any breach by a customer or potential customer of such non-disclosure agreement executed pursuant to this Agreement.

10.04.03 EXECUTION OF CONFIDENTIALITY AND SECRECY AGREEMENTS. Anything to the contrary in this Article 10 notwithstanding, TI shall not disclose any Anam Confidential Information to any of its respective employees or other personnel unless and until such employees or other personnel have, prior to such disclosure,

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executed a written nondisclosure agreement with respect to the use, disposition and disclosure of confidential information to be disclosed to each such employee or other personnel of TI pursuant to Section 10.04.03 hereof.

10.04.04 MARKING OF TECHNICAL DATA EMBODYING CONFIDENTIAL INFORMATION. To implement the covenants and obligations of TI pursuant to this Section 10.04, TI shall cause all materials, including, but not limited to sketches, drawings, reports, memoranda, blueprints, photographs, recording media and notes, and all copies, reproductions, reprints and translations thereof, created by TI, relating to or containing Anam Confidential Information to be plainly marked to indicate the secret and confidential nature thereof and to prevent unauthorized access thereto and unauthorized use or reproduction thereof. Any materials containing Anam Confidential Information provided by Anam to TI that Anam considers TI Confidential Information shall be marked as such. Notwithstanding the foregoing, any materials disclosed by Anam to TI under circumstances that indicate the confidential nature of such information shall also be treated as confidential hereunder.

10.04.05 MEASURES TO COMPEL COMPLIANCE. To further implement the covenants and obligations of TI pursuant to this Section 10.04, TI shall take all commercially reasonable efforts, including, but not limited to court proceedings at its own expense, to compel compliance by its respective employees, other persons and any third party.

10.04.06 LIMITATION AND SURVIVAL OF OBLIGATIONS. The covenants and obligations undertaken by TI pursuant to this Section 10.04 shall not apply to, and Anam Confidential Information shall not include, any information which TI can establish (i) was independently developed by TI without any use of Anam Confidential Information or by TI's employees or other agents (or independent contractors hired by TI) who have not been exposed to the Anam Confidential Information; (ii) becomes known to TI without restriction, from a source other than Anam that had a right to disclose it and without breach of this Agreement;

(iii) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of TI; or (iv) was rightfully known to TI, without restriction, at the time of disclosure.

ARTICLE 11
TERMINATION, CURE OF BREACH, CONCILIATION, AND REMEDIES

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11.01 TERMINATION OF AGREEMENT. Where the following grants to a Party the right to terminate this Agreement, such Party may exercise such right by furnishing the other Party written notice to that effect, and such termination shall take effect upon the other Party's receipt thereof, subject to any cure or transition period that may otherwise apply hereunder.

- 11.01.01 EXPIRATION OF THE TERM. Unless extended, upon the expiration of the Term, this Agreement shall terminate automatically;
- 11.01.02 NO NEW TECHNICAL ASSISTANCE AGREEMENT. Either Party may terminate this Agreement, in accordance with Section 15.02, if the Parties fail to negotiate a new technical assistance agreement or an amendment to this Agreement for Future Technology Nodes; or
- 11.01.03 MUTUAL AGREEMENT OF THE PARTIES. The Parties may mutually agree to terminate this Agreement, in which event the future relationship of the Parties shall be determined by the Parties; or
- 11.01.04 AN UNCURED MATERIAL BREACH. Subject to Sections 11.02, 11.03 and 11.04 of this Agreement, a Party may terminate this Agreement and the MPA in the event of a material breach of the other Party. A material breach includes without limitation (i) a curable breach that is not cured in accordance with Section 11.03, and (ii) a material breach of Article 10 of this Agreement.
- 11.01.05 FAILURE TO SATISFY CERTAIN CONDITIONS PRECEDENT OR SUBSEQUENT. If any event described in this subsection 11.01.05 occurs, with the result that the purposes of this Agreement are substantially frustrated, the Parties shall enter into good faith negotiations with the objective of restructuring the relationship between them such that the effects of such occurrence shall be minimized. If the Parties cannot agree on a mutually agreeable restructuring or modification of this Agreement within six (6) months of either Party's request for such negotiations, either Party shall have the right to terminate this Agreement forthwith in its entirety under this Article 11 (except for the obligations under Articles 8, 10, 11 and Section 16.01.04 and any non-disclosure agreements, which shall survive such termination) by giving written notice to that effect to the other Party. The conditions covered by this subsection 11.01.05 are: [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

- 11.01.06 CHANGE IN CONTROL, LIQUIDATION, BANKRUPTCY, ETC. Upon the change in control of a Party or its parent company, the other Party

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may terminate this Agreement. For the purposes of the

foregoing a "change of control" of a party shall mean the sale of more than fifty percent of the stock of a Party in a single transaction or a series of related transactions, the merger of a Party with another entity where the Party is not the surviving entity or a sale of all or substantially all of the assets of a Party to which this Agreement relates. Notwithstanding the foregoing, a merger of Anam and Amkor, the acquisition by Amkor of Anam's assets or stock, or the acquisition by Anam of Amkor's assets or stock, shall not constitute a change of control of Anam. Either Party may terminate this Agreement upon the liquidation, bankruptcy, receivership, custodianship or dissolution of the other Party (whether voluntarily or involuntarily).

11.01.07 ADVERSE GOVERNMENT INTERVENTION. At any time during the Term, should any government or government agency take any action or inaction adverse to any Party, including, but not limited to any refusal to grant the benefits of the Foreign Capital Inducement Law of the Republic of Korea or any other necessary government approval, or make recommendations to the Parties or any of them requiring directly or indirectly, formally or informally, alteration or modification of any term or condition of this Agreement or the MPA, in a manner that is material and adverse to one Party, within sixty (60) days from said action, inaction or recommendation of the government or government agency, the Parties hereto shall enter into good faith negotiations with the objective of restructuring the relationship between the Parties hereto in a manner such that the adverse effect of said alteration or modification of this Agreement and the MPA will be minimized. If the Parties cannot reach an acceptable modification to such agreements within three (3) months from the date of dispatch of said written request, or within such longer period of time as mutually agreed upon, either Party shall have the right to terminate this Agreement and the MPA by giving written notice to that effect to the other Party. In the event this Agreement and the MPA is terminated pursuant to this Section 11.01.07, all rights under this Agreement and the MPA granted by either Party shall cease and terminate. It is expressly understood and agreed by the Parties hereto that in the event of such termination, neither Party will incur any liability to the other Party for any alleged default or breach in the performance of this Agreement or the MPA arising from the exercise of the right herein provided to terminate this Agreement and the MPA as the case may be unless it can be established by a Party that the other Party acted in conjunction with said government body or agency to bring about the intended result. Except as provided in the previous sentence, compliance by either Party with this Section 11.01.07, shall not be

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deemed a breach under any provision of this Agreement or the MPA. In event of a conflict between this Section 11.01.07 and Article 12, this Section shall prevail.

Upon a termination of this Agreement based on the occurrence of the event described in this Section 11.01.07, TI shall reimburse Anam the Technical Assistance Fee to the extent TI has failed to incur costs in performing its obligations hereunder due to such termination.

11.02 RESOLUTION OF DISPUTES. It is the intent of the Parties that any breach of this Agreement be resolved in an amicable manner, to the fullest extent possible, and that any such resolution be reasonable in light of the rights and obligations of the Parties. If any breach should arise which cannot be resolved by the personnel of each Party directly involved, the following

procedures of Sections 11.03 through 11.05 inclusive shall apply in each of the circumstances described below.

11.03 CURE. If either Party (the "Breaching Party") shall at any time breach this Agreement, without any material causative fault on the part of the other Party (the "Non-Breaching Party"), by failing to perform any provision of this Agreement, the Non-Breaching Party may advise of its intention to terminate this Agreement in accordance with Section 11.01.04 and this Section 11.03 by providing formal written notice of breach pursuant to Section 14.10 to the Breaching Party specifying the breach. Notice for purposes of the foregoing provided other than in strict accordance with Section 14.10 will not be effective. Notwithstanding the foregoing, this Agreement will not be terminated if (i) the breach specified in the notice is remedied within the sixty (60) day period following receipt of the notice by the Breaching Party or (ii) if the breach reasonably requires more than sixty (60) days to correct, the Breaching Party has, within thirty (30) days from receipt of the notice of breach, begun substantial corrective action to cure the breach and submitted a written remediation plan to the Non-Breaching Party's Program Coordinator providing a detailed explanation of the steps to be taken to cure the breach as quickly as practicable, the Breaching Party diligently pursues such corrective action, and such breach is actually cured within ninety (90) days following receipt of the notice of breach. If any breach is not cured within the time permitted, the Non-Breaching Party shall have the right to issue a notice of termination of this Agreement within 90 days of the expiration of the foregoing cure period by giving written notice thereof to the Breaching Party. The Non-Breaching Party shall state in its notice of termination whether it intends to exercise its option to terminate the MPA. Upon the giving of such notice of termination this Agreement shall terminate in accordance with Section 11.06. The Party receiving notice shall have the right to cure any such breach up to the date of termination. In the event of a material breach, the Non-Breaching Party shall have the right to suspend further implementation or effectuation of its obligations under this Agreement, and shall not be obligated to resume such activities until such breach has been cured. This Section 11.03 shall run concurrently with the conciliation process set forth in Section 11.04 below.

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11.04 CONCILIATION PROCESS. At any time during the Term, upon the occurrence of one or more breaches under this Agreement, the Non-Breaching Party shall promptly deliver written notification to the alleged Breaching Party setting out in reasonable detail and in clear and concise language the good faith basis for and the specifics of such breach. Within the applicable cure period provided in Section 11.03, either Party has the right to demand the following meetings:

- (a) Upon fourteen (14) calendar days' notice, a meeting of the Program Coordinators for the purposes of, among other things:
 - (i) assessing the good faith basis for the claimed breach;
 - (ii) defining, assessing and prioritizing the alternatives reasonably available to cure such breach or to correct the circumstances or situations that gave rise to such breach so as to make its reoccurrence unlikely; and
 - (iii) adopting by unanimous vote, one or more curative or corrective courses of action.
- (b) If, after meeting in accordance with Section 11.04(a), the Program Coordinators are unable to resolve the breach, a meeting of an advisory committee consisting of the President of Anam and the TI Executive Vice President responsible for the Semiconductor Group and two additional personnel of their choice, one of each from TI and Anam or Amkor for further attempts at resolution, upon fourteen (14) calendar days' notice.
- (c) If, after meeting in accordance with Section 11.04(b), such advisory committee is unable to resolve the dispute,

a meeting of the respective Chief Executive Officer of each of TI and Anam for the purpose of attempting to resolve the breach, upon fourteen calendar days' notice.

11.05 REMEDIES, INJUNCTIVE AND OTHER EQUITABLE RELIEF.

- 11.05.01 REMEDIES. Upon the failure to cure a material breach by either Party of any provision of this Agreement, the Non-Breaching Party shall have the right to pursue all available remedies at law or in equity that it may elect, including but not limited to specific performance or injunctive relief, in order to obtain the benefits which have been provided pursuant to this Agreement and the MPA, or to obtain adequate recourse or compensation in the event the same are not so provided.
- 11.05.02 INJUNCTIVE RELIEF FOR CONFIDENTIAL INFORMATION, TRADE AND INDUSTRIAL SECRETS, ETC. The Parties agree that unauthorized use or disclosure of a Party's Confidential Information or failure to

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adequately protect a Party's technologies or intellectual property will diminish the value of such Confidential Information or technology (including in the case of TI the Advanced Available Technology, Technical Information, Associated Technical Information, Technical Data, Trade and Industrial Secrets), and such Party's intellectual property rights and that monetary damages alone will not provide an adequate remedy. Therefore, if a Party breaches (or a Party has reason to believe that the other Party may be about to breach) any of its related obligations hereunder, the relevant Party shall be entitled to immediate equitable relief to protect its technologies and intellectual property rights, including but not limited to injunctive relief, as well as monetary damages.

11.05.03 RIGHT TO USE ADVANCED AVAILABLE TECHNOLOGY.

- (i) In the event of termination of this Agreement for a reason other than a material breach by Anam, Anam shall be permitted to continue to use the delivered Technical Information and Associated Technical Information only in the Facility and any Related Facility, with no right to use, transfer, assign or otherwise provide directly or indirectly any Technical Information or Associated Technical Information to any other facility, Affiliate, third party, person, etc.
- (ii) In the event Section 11.05.03(i) is implemented, Anam agrees to continue to pay to TI the royalty set forth in Section 5.03.
- (iii) Nothing in this Section 11.05.03 shall be deemed to be a waiver or an abrogation of any other right or remedy of any Party under Article 11 of this Agreement.

11.06 TERMINATION PROCEDURE. Following the issuance of a notice of termination by the Non-Breaching Party in accordance with Section 11.03, the Parties shall promptly meet and establish, in good faith, a reasonable transition plan that will permit for a period not to exceed two years: (i) Anam, subject to the payment of royalties under any TAA (including Section 5.03.01 of the Phase 3 TAA), to continue to use the technology provided to it under such TAA so that it will have the ability to continue in the foundry business using TI technology and at the same time transition to another process technology by the end of such period, and (ii) TI to continue to purchase TI Products from Amkor in the manner provided in the MPA so that TI's supply of products will not be interrupted in such period while TI transitions to another source for such

products. If during the transition period, Amkor or Anam repeatedly and materially fail to fulfill TI's reasonable requirements for TI Products, TI may terminate the transition period upon sixty days' notice.

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ARTICLE 12
FORCE MAJEURE

12.01 Should either Party be prevented from performing its contractual obligations under this Agreement due to the cause or causes of force majeure such as new acts of war or aggression (declared or undeclared) by North Korea or other third country or economy, fire, storm, flood, typhoon or other severe weather conditions, earthquake, strike, student unrest, legal restraints, government or like interference, judicial action, accidental damage to equipment, as well as any other cause outside the control of that Party, that Party shall not be liable to the other Party for any delay or failure of performance caused by any of the above events. "Force majeure" shall include the failure to obtain such license(s) and other approvals, including export licenses, as are required by U.S. law or other applicable law for the equipment, software, technology and Products to be provided pursuant to the terms of this Agreement, except where such failure is due to a Party's breach of this Agreement.

12.02 In addition to providing notice in the manner set out in Section 14.10, the Party affected by Force Majeure shall notify the other Party of the occurrence of any of the events set out in Section 12.01 in writing by cable, telex, facsimile, or electronic mail within the shortest possible time.

12.03 Should the delay caused by any of the above events continue for more than ninety (90) days, the Parties shall settle the problem of further performance of the Agreement through friendly negotiations as soon as possible with the objective of restructuring the relationship among them such that the effects of such delay are minimized. If the Parties cannot agree on a mutually acceptable solution within six (6) months of any Party request for such negotiations either Party may terminate this Agreement and the MPA by prior written notice to the other Party.

ARTICLE 13
APPLICABLE LAWS

13.01 This Agreement shall be governed by, construed and enforced in accordance with the laws of Texas, U.S.A., as applicable to contracts made and fully performed in Texas. Anam hereby irrevocably consents to the jurisdiction of the courts of the State of Texas and of Federal courts of the U.S.A. located in the State of Texas.

13.02 Anam shall comply with all applicable U.S. Laws, Korean Laws and all other applicable laws. Anam, its officers, employees or agents will not participate in or provide any information in furtherance of any boycott in violation of U.S. law or offer to pay or receive any bribe to/from any individual or corporation. When other individuals or organizations are required to participate in programs of Anam, they shall be compensated fairly based on the task performed. In no circumstances are public servants or other holders of public offices to be offered or paid any bribe or other benefits, directly or indirectly.

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13.03 TI shall comply with all applicable U.S. Laws, Korean Laws and all other applicable laws. TI, its officers, employees or agents will not participate in or provide any information in furtherance of any boycott in violation of U.S. law or offer to pay or receive any bribe to/from any individual or corporation. When other individuals or organizations are required to participate in programs of TI, they shall be compensated fairly based on the task performed. In no circumstances are public servants or other holders of public offices to be offered or paid any bribe or other benefits, directly or indirectly.

ARTICLE 14
MISCELLANEOUS

14.01 ANNEXES AND SCHEDULE. Annexes A, B and C and Schedule 1 to this Agreement are integral parts thereof. Subject to Section 14.08, all amendments, supplements and alterations to this Agreement shall be made in written form and signed by the authorized representative of the Parties, and such shall thereafter form an integral part of this Agreement.

14.02 OFFSET REQUIREMENTS. In the event the government of the Republic of Korea imposes on TI or TI Affiliates offset requirements in other TI projects or investments in the Republic of Korea, then Anam agrees to use reasonable commercial efforts, upon TI request, to convince the government that the transfer of Advanced Available Technology by TI and sales of TI Products to TI hereunder should be credited for offset purposes.

14.03 SEVERABILITY. In the event that any of the provisions of this Agreement, or portions thereof, or documents referenced herein are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby. If the purposes of this Agreement are substantially frustrated by any events contemplated by this Section 14.03 any Party may terminate this Agreement in the manner as if the conditions of Section 11.01 (iii) existed.

14.04 CONFIDENTIALITY OF THIS AGREEMENT. No Party, without the prior written consent of the other, shall either issue or cause the issuance of a press release or public announcement or disclose to any third party the contents of this Agreement or the transactions contemplated hereby. Under this requirement a Party shall be permitted to disclose, under confidentiality and use restrictions, such terms of this Agreement as are reasonably required to be disclosed in response to reasonable requests made by governmental authorities or potential investors or lenders not affiliated with any semiconductor developer or manufacturer in the ordinary course of seeking governmental approvals (including in connection with the requirements of the U.S. Securities and Exchange Commission or similar authorities) or for obtaining debt or equity financing, bank credit or the like.

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Notwithstanding the foregoing or anything to the contrary set forth in the Phase 1 TAA, each party may disclose the existence of this Agreement and the general fact that the Parties have entered into the Manufacturing and Purchase Agreement and this Agreement.

14.05 HEADINGS. The headings of the Articles and Sections of this Agreement are for reference purposes only and shall not be deemed to affect in any way the meaning or interpretation of the Articles to which they refer.

14.06 WAIVER. The failure on the part of any Party to exercise or enforce any rights conferred on it hereunder shall not be deemed to constitute a waiver of any rights nor operate to bar the exercise or enforcement of any rights at any time or at times thereafter.

14.07 FURTHER ACTIONS. The Parties agree to execute and deliver to each other all additional instruments, to provide all information, and to do or refrain from doing all further acts and things as may be necessary or as may be reasonably requested by any Party hereto, more fully to vest in, and to assure each Party of, all rights, powers, privileges, and remedies herein intended to be granted to or conferred upon such Party.

14.08 ASSIGNMENT. A Party shall not, without the prior written consent of the other Party, assign, transfer or delegate this Agreement or any right or duty under this Agreement or portion thereof (including an assignment or delegation by operation of law), other than in connection with (a) a reincorporation as a result of which substantially all the assets of the original reincorporating Party are owned by the reincorporated entity to which such assignment is made, or (b) a merger between Anam and Amkor, or (c) the acquisition by Amkor of all or substantially all of Anam's assets or stock, or (d) the acquisition by Anam of all or substantially all of Amkor's assets or stock. Notwithstanding the foregoing, TI may assign or delegate this Agreement or any obligation hereunder to any Subsidiary of TI upon written notice to Anam.

In such event, TI shall guarantee such Subsidiary's performance of its obligations under this Agreement and such assignment shall not release TI of any of its obligations hereunder. Any attempted assignment or delegation, other than as expressly permitted in this Section 14.08, shall be null and void.

14.09 NO THIRD PARTY BENEFICIARIES. Except as specifically set forth or referred to herein, nothing express or implied in this Agreement is intended to or shall be construed to confer upon or to give any person other than the Parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

14.10 NOTICES. All notices and formal communications required under Article 8, 11, 12 or 15 of this Agreement, or relating to any other condition, act or event that may materially affect the performance or rights of either Party or a Party's Affiliate hereunder, shall be served on each Party in writing via facsimile transmission (confirmed by registered letter), registered letter, telex or prepaid cable, to the following persons at the following addresses and fax numbers:

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if to TI:

Mr. Kevin Ritchie
13353TI Boulevard, M/S 344
Dallas, Texas 75243
Fax: 972/995-5086

with a copy to:

General Counsel
7839 Churchill Way, M/S 3999
Dallas, Texas 75251
Fax: 972/917-4418

if to Anam:

Dr. Kwang O. Park
222, Dodang-dong
Wonmi-gu, Buchon
Kyunggi-do, Korea 420-130
Fax: 032-683-8104

Dr. In Kil Hwang
222, Dodang-dong
Wonmi-gu, Buchon
Kyunggi-do, Korea 420-130
Fax: 032 683-8104

If to Amkor:

Mr. Eric R. Larson
MK Plaza
720 Park Boulevard #230
Boise, ID 83706
Fax: 208/345-8199

with copies to

Kevin Heron, Esq.
General Counsel
Amkor Technology, Inc.
1345 Enterprise Drive
West Chester, Pa 19380
Fax: 610/431-7189

Mr. Ki Chang Lee, Esq.
Hanol Law Offices
14th Floor, Oriental Chemical Building 50
Sokong-Dong, Chung-Ku
Seoul, Korea 100-718

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Fax: 32-598-4888

Selwyn B. Goldberg, Esq.
Wilson Sonsini Goodrich & Rosati
650 Page Mill Rd.
Palo Alto, Ca 94304
Fax: 650 496-4006

Either Party may change the above addresses by furnishing notice to that effect in the manner provided above.

14.11 ENGLISH. All correspondence of which TI is a recipient or sender shall be in English. All documents which are issued in Korea pursuant to the Agreement shall be provided to TI in English translation.

14.12 COUNTERPARTS. This Agreement may be executed in one or more counterparts, in English, each of which shall be enforceable by or against the Parties executing such counterparts, and all of which together shall constitute one instrument.

14.13 INSURANCE. Anam and TI shall obtain and maintain throughout the Term such kinds and amounts of insurance as are reasonable and customary in the trade, including but not limited to insurance covering product liability, theft, fire, worker's compensation, etc.

14.14 UNFAIR COMPETITION. During the Term, no Party nor any Affiliate shall solicit, whether directly or indirectly, for employment or hire, employ any employee of the other Party with whom they have come into direct contact in connection with the transactions contemplated by this Agreement without the prior written consent of the other Party.

14.15 SURVIVAL. Notwithstanding anything to the contrary herein, Articles 5, 7, 8, 9, 10, 13 and Section 11.05.03 shall survive the cancellation, termination or expiration of this Agreement.

ARTICLE 15
TERM

15.01 TERM. The Term shall commence on the Effective Date and shall continue through December 31, 2007, unless (i) terminated under Article 13.00 or otherwise according to this Agreement, or (ii) terminated in accordance with Section 15.02 below if the Parties fail to negotiate in good faith and execute either a new technical assistance agreement or an amendment to this Agreement for Future Technology Nodes on or before December 31, 2001.

15.02 MODIFIED TERM. If, following a meeting of the Chief Executive Officers of the Parties, the Parties are unable successfully to negotiate in good faith and execute a new technical assistance agreement or amendment by December 31, 2001, then either

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Party may give the other Party a two-year notice of termination, whereupon the Parties shall agree (i) on a transition schedule, provided, however, that to the extent that the Parties cannot agree on a reasonable transition schedule, TI's minimum loading commitment during said remainder two-year period shall be lowered to [*], and (ii) on a modification of the TAA to permit Anam to obtain a new technology provider, or otherwise introduce new technology, during such two-year period.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

ARTICLE 16
ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS

16.01 ADDITIONAL REPRESENTATIONS AND WARRANTIES OF ANAM TO TI. Anam additionally represents and warrants to TI as follows:

16.01.01 ENFORCEABLE OBLIGATIONS. Anam will be at the time of

execution a corporate citizen of the Republic of Korea in good standing and not subject to any criminal penalty, criminal charges, disciplinary proceedings or criminal proceedings under the Korean Laws or the laws of any other country that would materially and adversely affect the performance of Anam hereunder. With respect to this Agreement Anam will have the authority and legal right to execute and deliver such Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby, except where the performance of TI is a condition precedent to Anam's performance. This Agreement will constitute, when executed and delivered, the valid, legal and binding obligations of Anam, enforceable against Anam, in accordance with its respective terms, except (a) as such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or thereafter in effect relating to creditors' rights; and (b) as the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

- 16.01.02 VALIDITY OF CONTEMPLATED TRANSACTIONS. The execution, delivery and performance of this Agreement by Anam does not and will not (i) violate, conflict with or result in the breach (collectively, "Breach") of any term, condition or provision of, or result in the creation of any encumbrance under, (a) any existing law, ordinance, or governmental rule or regulation to which Anam is subject, (b) any judgment, order, writ, injunction, decree or award of any governmental entity which is applicable to Anam, (c) the charter documents of Anam or any securities issued by Anam; or (d) any

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mortgage, indenture, agreement, contract, commitment, lease, plan, authorization, or other instrument, document or understanding, oral or written, to which Anam is a party or by which Anam may have rights, except, as to such performance, such Breaches and encumbrances as would, if occurred or created, not have a material adverse effect on the ability of Anam to perform its obligations hereunder and thereunder, or (ii) give any party with rights thereunder the right to terminate, modify, accelerate or otherwise change the existing rights or obligations of Anam.

- 16.01.03 RESTRICTIONS. Anam neither is nor will be a party to any indenture, agreement, contract, commitment, lease, license, permit, authorization or other instrument, document or understanding, oral or written, nor subject to any restriction in any charter document or other corporate restriction or any judgment, order, writ, injunction, decree or award, which materially adversely affects or materially restricts or, to the knowledge of Anam, may in the future materially adversely affect or materially restrict the performance by Anam of its obligations hereunder.

- 16.01.04 CONSENT. No consent or approval by, or notification of, or filing with, any person is required which has not been obtained in connection with the execution, delivery and performance by Anam of this Agreement, or the consummation of the transactions contemplated hereby, other than such consents or approvals as would, if not obtained, not have a material adverse effect on the ability of Anam to perform its obligations hereunder.

16.02 ADDITIONAL REPRESENTATIONS AND WARRANTIES OF TI TO ANAM. TI additionally represents and warrants to Anam as follows:

16.02.01 ENFORCEABLE OBLIGATIONS. TI will be at the time of execution a corporate citizen of the United States of America in good standing and not subject to any criminal penalty, criminal charges, disciplinary proceedings or criminal proceedings under the U.S. laws or the laws of any other country that would materially and adversely affect the performance of TI hereunder. With respect to this Agreement, TI will have the authority and legal right to execute and deliver such Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby, except where the performance of Anam is a condition precedent to TI's performance. This Agreement will constitute, when executed and delivered, the valid, legal and binding obligations of TI, enforceable against TI, in accordance with its respective terms, except (a) as such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other

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similar laws now or thereafter in effect relating to creditors' rights; and (b) as the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

16.02.02 VALIDITY OF CONTEMPLATED TRANSACTIONS. The execution, delivery and performance of this Agreement by TI does not and will not (i) violate, conflict with or result in the Breach of any term, condition or provision of, or result in the creation of any encumbrance under, (a) any existing law, ordinance, or governmental rule or regulation to which TI is subject, (b) any judgment, order, writ, injunction, decree or award of any governmental entity which is applicable to TI, (c) the charter documents of TI or any securities issued by TI; (d) any agreement or understanding to which TI is a party; or (e) any mortgage, indenture, agreement, contract, commitment, lease, plan, authorization, or other instrument, document or understanding, oral or written, to which TI is a party or by which TI may have rights, except, as to such performance, such Breaches and encumbrances as would, if occurred or created, not have a material adverse effect on the ability of TI to perform its obligations hereunder and thereunder, or (ii) give any party with rights thereunder the right to terminate, modify, accelerate or otherwise change the existing rights or obligations of TI.

16.02.03 RESTRICTIONS. TI neither is nor will be a party to any indenture, agreement, contract, commitment, lease, license, permit, authorization or other instrument, document or understanding, oral or written, nor subject to any restriction in any charter document or other corporate restriction or any judgment, order, writ, injunction, decree or award, which materially adversely affects or materially restricts or, to the knowledge of TI, may in the future materially adversely affect or materially restrict the performance by TI of its obligations hereunder.

16.02.04 CONSENT. No consent or approval by, or notification of, or filing with, any person is required which has not been obtained in connection with the execution, delivery and performance by TI of this Agreement, or the consummation of the transactions contemplated hereby, other than such consents or approvals as would, if not obtained, not have a material adverse effect on the ability of TI to perform its obligations hereunder.

16.03 FUTURE TECHNOLOGY NODES. In accordance with Article 15, the Parties agree to negotiate an agreement for Future Technology Nodes. Notwithstanding the foregoing, until the consummation of any such agreements, TI shall be under no obligation to

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provide to Anam any Future Technology Nodes. Anam and Amkor recognize that TI's evaluation of Anam's ability to meet the financial demands and schedule required for the implementation of Future Technology Nodes will be a factor in TI's decision whether to enter into such an agreement. In consideration of the foregoing, Anam agrees that neither it, Amkor, nor any Affiliate shall engage in any semiconductor wafer fabrication at the Facility other than through the use of TI process technology in accordance with the Phase 1 TAA, Phase 2 TAA, this Agreement or other agreement with TI covering one or more Future Technology Nodes, except as provided in Section 15.02(ii).

16.04 FACILITY EXPANSION.

16.04.01 Anam agrees that neither it, Amkor, nor any other Anam Affiliate will expand the Facility or the Capacity, or construct or operate a Related Facility, without advanced prior written notification to TI.

16.04.02 Should the Facility's capacity exceed [*], or should Anam, Amkor or another Anam Affiliate construct or operate a Related Facility, Anam shall cause TI to have the right of first refusal to any such additional capacity; provided however, TI shall have the right not to load such additional capacity, in part or in whole, in which such case, Anam shall be responsible solely for filling any such additional capacity; and further provided, all other terms and conditions of the MPA and this Agreement shall apply to such additional manufacturing availability.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

16.05 FOUNDRY ONLY. Anam agrees that, other than for the manufacture of TI Products, only foundry manufacturing services for independent merchant market semiconductor companies shall be undertaken at the Facility or any other wafer fabrication facility owned or controlled by Anam, Amkor or any other Anam Affiliate, and that in no event shall Anam, Amkor, or any other Anam Affiliate produce or sell Anam proprietary semiconductors.

16.06 TECHNOLOGY REVIEWS. On a semi-annual basis, alternating between Dallas and Korea, the Parties shall meet to exchange information to implement the technology transfers pursuant to Sections 2.01.03(c) and 6.02(c).

ARTICLE 17
OTHER AGREEMENTS

17.01 AGREEMENT PRECEDENCE. In the event of any conflict between this Agreement and the Phase 1 TAA or the Phase 2 TAA, this Agreement shall prevail.

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17.02 INTEGRATION. This Agreement and the Manufacturing and Purchase Agreement contain the entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior oral and written understandings and agreements relating thereto, and may not be modified, discharged or terminated except by the written consent of the Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, TI and Anam have caused their duly authorized representatives to execute this Agreement.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPLICABILITY OF CERTAIN PROVISIONS OF THIS AGREEMENT TO AMKOR. Notwithstanding anything to the contrary herein, Sections 3.03, 5.02.03, 8.04, 9.03, 10.01, 10.02, 10.04, 13.01, 13.02, 14.01 (to the extent modifications, if any, are made to sections that bind Amkor), 14.04, 14.06, 14.08, 14.10, 14.11, 14.12, 14.14, 14.15, 16.03, 16.04, and 16.05 shall be applicable to and binding upon Amkor.

AGREED:

AMKOR TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____
Date: _____

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ANNEX A

I. DEFINITIONS: All defined terms in this Annex A will have the same definitions as defined in Article 1 of the Agreement.

II. TECHNICAL ASSISTANCE FEE:
[*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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ANNEX B

Technical Documentation List for Coverage Under NDA

1. Customer Technical Sales Presentations which may include the following information:

- (a) Non-copper C05 physical layout rule overview (dimensions, pitches, etc.)
- (b) Electrical performance specifications
 - Transistor electrical specifications

- Figure of merit
 - Delay specs (circuit, interconnect)
 - Interconnect capacitance, inductance
- (c) Top level process flow
- Cross sections
 - List of mask layers
- (d) Overview of process characteristics
- Substrate & well type
 - Isolation method
 - Gate oxide type & thickness
 - Type of lithography
 - Metalization type and contact, etc.
 - Etch type (generic, not recipe specific)
 - Planarization overview
- (e) Quality and reliability specifications
- Pass/fail criteria
 - Tests and test conditions
 - Qual plans and results
- (f) Top Level Equipment Lists
- Not to include written lists of equipment models, options, etc (e.g. TI's AEL - Approved Equipment List)
 - Not to include any equipment specific models or options for etch processes.
 - Can include verbal responses to a minimum set of specific questions relating to the state of the art of the equipment set used in the facility, this is not expected to exceed approximately 6-8 specific details.

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2. Physical/electrical process specification document for 25C10.C process family (Anam/Amkor Semiconductor version of TI EPIC 0.35 PDE)

- (a) Process information, description, flow outline with cross sections
- (b) Layout rules
- (c) Temperature coefficients of resistivity
- (d) Maximum current densities
- (e) Capacitance
- (f) Direct memory access spec
- (g) Die ID spec

3. Spice Model Parameters for non-copper C05.

- (a) BSIM3V3

- (b) Machine readable decks & paper copies
- 4. DRC, LVS Scripts for non-copper C05.
- 5. Quality and Reliability Specifications Document for non-copper C05.
 - (a) Pass/Fail criteria
 - (b) Tests and test conditions
- 6. Quality and Reliability Test Results Documentation

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ANNEX C

CONFIDENTIAL INFORMATION AGREEMENT

This Confidential Information Agreement ("Agreement"), is made and entered into as of this _____ day of _____, 20__ ("Effective Date"), by and between ("Customer") and Amkor Electronics, Inc., 1345 Enterprise Drive, West Chester, PA 19380.

WHEREAS, the parties hereto acknowledge that certain Confidential Information shall be disclosed between them which they regard as proprietary or confidential relating to semiconductor wafer fabrication and device technology.

WHEREAS, the parties wish to protect their rights relative to such Confidential Information;

THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree as follows:

- 1. Definitions
 - a. "Recipient" shall mean the party receiving the Confidential Information
 - b. "Disclosing Party" shall mean the party revealing or disclosing the Confidential Information.
 - c. "Confidential Information" shall generally mean any proprietary or non-public Confidential Information or materials which are owned or controlled by the Disclosing Party, both of which are disclosed under the following terms and conditions.
- 2. Term

This Agreement shall become effective on the date first set forth above ("Effective Date") and shall terminate either at the end of three (3) years from the Effective Date hereof, upon completion of the Activity, or upon the written election to terminate by either party delivered to the other. The obligations regarding confidentiality shall continue for a period of five (5) years from disclosure of Confidential Information, notwithstanding any termination of this Agreement.

- 3. Form; Use; Nondisclosure Obligations

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- a. Customer may use Confidential Information delivered hereunder solely for the purpose of evaluating Customer's possible use of Anam Industrial Co., Ltd. ("Anam") as a semiconductor wafer fabrication foundry and of designing Customer's semiconductor devices such that they may be manufactured with the process used by Anam.

b. Confidential Information may be furnished in any tangible or intangible form, including but not limited to writings, drawings, computer tapes and other electronic media, samples and verbal communications. Any Confidential Information furnished in tangible form shall be conspicuously marked as such and the content of any verbal communication will be reduced to a writing that identifies the Confidential Information within thirty (30) days of the disclosure with a copy of such writing furnished to the Recipient.

c. The parties shall not disclose or divulge to any person or entity, except those of its employees who have a need to know, any Confidential Information which either party or their affiliated companies, including, but not limited to, Anam, may reveal under this Agreement and shall not use said Confidential Information in any manner whatsoever, directly or indirectly, except as expressly permitted herein. The parties shall protect the confidentiality of and take all reasonable steps to prevent disclosure or unauthorized use of the Confidential Information, and shall use at least as much care in preventing disclosure of Confidential Information as it uses with respect to its own proprietary information of like importance.

d. The Disclosing Party retains all right, title, and interest in and to the Confidential Information it furnishes hereunder.

e. The Recipient shall advise the Disclosing Party in writing in the event the Recipient becomes aware of any unauthorized dissemination, misappropriation, or misuse of Confidential Information by any person and provide assistance to Disclosing Party to mitigate any damages caused thereby and to limit any further dissemination or misuse of the Confidential Information.

4. Exclusions

Nothing in this Agreement shall apply to any Confidential Information

a. which is now generally known or readily available to the trade or public or which becomes so known or readily available without fault of Recipient;

b. which is possessed by Recipient without restriction as to disclosure or use prior to its disclosure hereunder.

c. which is required as part of any court order or government regulation (provided that the Disclosing Party has been given sufficient written notice of such order or regulation to contest it); or,

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d. which is developed by Recipient independent of any Confidential Information of Disclosing Party and which can be proven by written records.

5. Warranties/Representations

Neither party makes any warranty or representation, whatsoever, as to the sufficiency or accuracy of any Confidential Information it has disclosed hereunder or as to the results to be obtained therefrom and assumes no responsibility arising from any use or misuse thereof.

6. Equitable Relief

Each party acknowledges that its breach of this Agreement may result in immediate and irreparable harm to the Disclosing Party, for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to equitable relief to compel the Recipient to cease and desist all unauthorized use and disclosure of the Disclosing Party's Confidential Information. In the event that either party shall bring any action to enforce or protect any rights, obligations or duties under this Agreement, then the prevailing party shall be entitled to recover, in addition to its damages, reasonable attorneys' fees and costs.

7. No Commitment

Confidential Information provided by one party to the other does not, and is not

intended to represent a commitment by either party to enter into any business relationship with the Recipient or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

8. Export Regulations

Notwithstanding any other provision of this Agreement, neither party shall export any technical confidential Information acquired under this Agreement or any commodities using such Confidential Information to any country to which the United States government forbids export, or at the time of export, requires an export license or approval, without first obtaining such license or approval.

9. No License

No license, copyright or other interest is granted directly or indirectly by either party as a result of conveying Confidential Information to the Recipient, except the limited rights specifically provided herein.

10. Return of Confidential Information

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Upon termination of this Agreement, each party shall, upon written request of the other party, promptly destroy or return to the other party all Confidential Information received under this Agreement, and will not retain any copies of Confidential Information, except as otherwise expressly permitted by the Disclosing Party.

11. Recipient may not assign this Agreement without the prior written approval of the Disclosing Party. Any purported assignment without such prior approval shall be null and void.

12. Binding Effect

This Agreement shall benefit and be binding upon the parties to this Agreement and their respective successors and assigns.

13. Entire Agreement

This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced.

14. Governing Law

This Agreement shall be construed, interpreted, and governed by the laws of the state of _____.

IN WITNESS WHEREOF, the parties have hereto set their respective signatures to the Agreement:

Amkor Electronics, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE 1

TECHNOLOGY TO BE TRANSFERRED

[*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

EXHIBIT 10.14

AMENDED
 MANUFACTURING AND
 PURCHASE AGREEMENT
 BETWEEN
 TEXAS INSTRUMENTS INCORPORATED,
 ANAM SEMICONDUCTOR, INC.
 AND
 AMKOR TECHNOLOGY, INC.
 DATED AS OF JULY 1, 2000

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AMENDED MANUFACTURING AND PURCHASE AGREEMENT

This Amended Manufacturing and Purchase Agreement (this "Agreement") dated as of July 1, 2000 (the "Effective Date") is made by and among TEXAS INSTRUMENTS INCORPORATED, a Delaware, U.S.A. corporation, with its principal place of business at 13500 North Central Expressway, Dallas, Texas 75265, U.S.A. ("TI"), ANAM SEMICONDUCTOR, INC. (formerly known as Anam Industrial Co., Ltd.), a corporation of the Republic of Korea, with its principal place of business at Seoul, Republic of Korea ("Anam"), and AMKOR TECHNOLOGY, INC. (formerly known as Amkor Electronics Inc.), a Delaware, U.S.A. corporation, with its principal place of business at 1345 Enterprise Drive, West Chester, Pa 19380 ("Amkor"). TI, Anam and Amkor are hereinafter referred to individually by their respective names or as Party and collectively as Parties.

RECITALS

WHEREAS, Anam is engaged in the business of, among other things, operating a semiconductor foundry in Korea;

WHEREAS Amkor is in the business of, among other things contracting with third parties to sell semiconductor wafers and die manufactured by Anam;

WHEREAS, the Parties desire to implement certain provisions of the Technical Assistance Agreement dated as of January 28, 1997 ("Phase 1 TAA") between TI and Anam the Technical Assistance Agreement dated January 1, 1998 ("Phase 2 TAA"), and the Technical Assistance Agreement of even date herewith (Phase 3 TAA) between TI and Anam for the purchase by TI from Amkor, and the sale by Amkor to TI, of TI Products (as hereinafter defined) to be manufactured by Anam;

WHEREAS, TI, Anam, and Amkor desire to amend and supersede certain provisions of the Phase 1 TAA and the Manufacturing and Purchase Agreement dated January 1, 1998, related to matters covered by this Agreement; and

WHEREAS, the Parties desire to address manufacturing requirements, loading, pricing and other purchase-related terms and conditions for Phase 1 Products, Phase 2 Products, and Phase 3 Products;

WHEREAS, Anam USA, Inc., a Pennsylvania corporation ("AUSA"), is a wholly owned subsidiary of Anam;

WHEREAS, to obtain sufficient equipment to satisfy the manufacturing obligations under the Phase 2 TAA, Anam caused AUSA (i) to enter into a Master

Leasing Agreement, dated as of December 1, 1999, with Citicorp North America, Inc. ("Citicorp"), and (ii) to sell the equipment that is the subject of such Master Leasing Agreement to Anam in that certain Deferred Purchase Agreement, between AUSA and Anam dated December 13, 1999;

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WHEREAS, to obtain sufficient equipment to satisfy the manufacturing obligations under the Phase 3 TAA, Anam caused AUSA (i) to enter into a Master Leasing Agreement, dated as of July 1, 2000, with CBL Capital Corporation ("CBL"), and (ii) to sell the equipment that is the subject of such Master Leasing Agreement to Anam in that a certain Deferred Purchase Agreement, between AUSA and Anam dated July 1, 2000;

WHEREAS, TI has, though the Guaranties (as hereinafter defined), guaranteed the performance and obligations of AUSA under the Leasing Agreements (as hereinafter defined);

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1.0
DEFINITIONS

For purposes of this Agreement, the following words, terms and phrases shall have the meanings assigned to them in this Article 1 unless specifically otherwise stated. Furthermore, any defined term herein shall have a constant meaning regardless of whether it is used in its singular or plural form.

ADVANCED AVAILABLE TECHNOLOGY means, as the context herein requires, "Advanced Available Technology" as defined in the Phase 1 TAA and/or "Advanced Available Technology" as defined in the Phase 2 TAA and/or "Advanced Available Technology" as defined in the Phase 3 TAA.

AUSA means Anam USA, Inc., a Pennsylvania corporation, and its successors and assigns.

CBL means CBL Capital Corporation of Foster City, California, and its successors or assigns.

CITICORP means Citicorp North America, Inc., of Foster City, California, and its successors or assigns.

CUSTOMER QUALIFICATION means that a TI customer has qualified a particular TI Product device manufacturable by Anam hereunder for sale by TI to such customer, as reflected in TI's written notification thereof to Anam.

DEFERRED PURCHASE ARRANGEMENTS means that certain Deferred Purchase Agreement, between AUSA and Anam dated December 13, 1999, and that certain Deferred Purchase Agreement dated July 1, 2000, wherein AUSA agreed to sell to Anam the equipment that is the subject of the Leasing Agreements.

DEVICE TEST PROGRAM RELEASE means that point in time at which a device test program is released to production upon the mutual agreement of TI and Anam product engineering personnel.

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FACILITY means the completed wafer fabrication plant known as Anam Fabrication Buchon (AFB) 1, located at 222, Dodang-dong, Wonmi-gu, Buchon, Kyunggi-do, Korea 420-130 which Anam constructed, in connection with the Phase 1 TAA, which Facility includes only a single 60 meter by 100 meter clean room. The term Facility includes a wafer fabrication facility and equipment only, and shall not include facilities or equipment for assembly and testing of Products.

GUARANTIES means TI's guaranty, dated December 13, 1999, of AUSA's obligations to Citicorp under that certain Master Leasing Agreement, dated as of December 1, 1999 between Citicorp and AUSA, and TI's guaranty, dated July 1, 2000 of AUSA's

obligations to CBL under that certain Master Leasing Agreement, dated as of July 1, 2000 between CBL and AUSA (either of such Guaranties individually referred to as a "Guaranty").

LEASING AGREEMENTS means that certain Master Leasing Agreement, dated as of December 1, 1999 between Citicorp and AUSA, and that certain Master Leasing Agreement, dated as of July 1, 2000 between CBL and AUSA (either of such Leasing Agreements individually referred to as a "Leasing Agreement").

PHASE 1 means that portion of the clean room within the Facility, the process capability of which was contemplated by the Parties in the Phase 1 TAA to be sufficient to manufacture approximately [*] wafer starts per month under the provisions of the Phase 1 TAA, and which, as currently contemplated by the Parties, will be sufficient to transition to the manufacture of approximately [*] under the provisions of the Phase 1 TAA.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

PHASE 1 PRODUCTS means "TI Products," as defined in the Phase 1 TAA.

PHASE 2 means that portion of the clean room within the Facility, the process capability of which was contemplated by the Parties in the Phase 2 TAA to be sufficient to manufacture approximately [*] under the provisions of the Phase 2 TAA, and which, as currently contemplated by the Parties, will be sufficient to manufacture approximately [*] under the provisions of the Phase 2 TAA.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

PHASE 2 PRODUCTS means "TI Products," as defined in the Phase 2 TAA.

PHASE 3 means that portion of the clean room within the Facility, the process capability of which, as currently contemplated by the Parties, will be sufficient to manufacture approximately [*] under the provisions of the Phase 3 TAA.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

PHASE 3 PRODUCTS means "TI Products" as defined in the Phase 3 TAA.

PROCESS QUALIFICATION means TI's written certification that a unique process flow within the broader C10-node, C07-node, or C05 non-copper-node (e.g., the split-gate C10 process flow, the split-gate C07 process flow, and the split-gate C05 non-copper process flow) in operation at the Facility, which unique process flow cannot be qualified by similarity to another already qualified process flow, is qualified per the standards referred to within TI as the "QSS standards."

PROCESS QUALIFICATION COSTS [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

PRODUCTS means Phase 1 Products, Phase 2 Products, and Phase 3 Products as defined herein.

PRODUCT QUALIFICATION means, with respect to TI Products, the process, as described herein, resulting in TI issuing its written certification that such TI Products and their manufacture have achieved a level of quality, consistency and reliability that meets or exceeds the Specifications in accordance with this Agreement.

PRODUCT QUALIFICATION COSTS [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

SPECIFICATIONS means specifications related to a specific process flow which are supplied to Anam in writing by TI to describe, characterize, circumscribe and define the design characteristics, quality and performance of TI Products, manufacturing processes, manufacturing equipment or Product Qualification and which are consistent with Specifications which are applicable to the same process flow manufactured by a TI facility comparable to the Facility.

SUBSTANTIAL COMMERCIAL QUANTITIES means [*] of the relevant TI Product.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

TERM means the period during which this Agreement is in effect, as more specifically set forth in Article 11 of this Agreement.

TI PRODUCTS means TI Products as defined in the Phase 1 TAA and as defined in the Phase 2 TAA, and as defined in the Phase 3 TAA.

Unless otherwise provided herein, other capitalized terms herein shall have the meaning assigned to them in one or more of the Phase 1 TAA, the Phase 2 TAA, or Phase 3 TAA as the context herein requires.

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ARTICLE 2.0
ITEMS AND COOPERATION TO BE SUPPLIED BY ANAM
AND/OR AMKOR

2.01 MANUFACTURE. In accordance with the Phase 1 TAA, Phase 2 TAA, Phase 3 TAA or any other applicable Technical Assistance Agreement ("TAA") executed between the Parties, Anam shall manufacture the TI Products to be sold by Amkor to TI hereunder.

2.02 COSTS, EXPENSES AND FEES. [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

2.03 QUALIFICATION COSTS. [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

2.04 MASK SETS.

2.04.01 For each TI Product which is to be manufactured by Anam for TI and which requires a specific mask design, TI agrees to provide to Anam the design data base and Technical Information necessary for Anam to manufacture or have manufactured mask sets, including any such additional mask sets (or portions thereof) as may be redesigned by TI from time to time, to be used for manufacturing such product.

2.04.02 Subject to Sections 2.04.03, 2.04.04 and 5.04, Anam shall bear the costs of all mask sets ordered prior to January 1, 1999 relating to Phase 1 Products.

2.04.03 TI shall bear the costs of (i) the initial mask set relating to each Phase 2 Product and Phase 3 Product, and (ii) the initial mask set ordered on or after January 1, 1999 for each Phase 1 Product. Anam shall bear the cost of the mask sets used solely in connection with Process Qualification under the Phase 1 TAA the Phase 2 TAA, and the Phase 3 TAA; provided, however, that if, and to the extent (i) the same mask set used in Process Qualification is used in production, and (ii) TI would otherwise be obligated to have paid for such production mask

set under this Section 2.04.03, then Anam and TI shall share equally the cost of purchasing such qualification mask set.

2.04.04 Notwithstanding anything to the contrary set forth in this Section 2.04, TI shall bear the cost of any reasonable mask redesign and mask manufacturing costs associated with modifications or changes to the original mask sets which are necessitated by design errors or changes by

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TI or TI's Customers with respect to the initial mask sets. For any wafers that have been manufactured in whole or in part that are required to be scrapped due to any such design error or change of TI or TI's customers, TI shall pay Amkor an amount (the "Wafer Termination Amount") equal to:

[*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

2.04.05 Anam shall be responsible for the costs of all masks and mask sets for which TI is not otherwise responsible pursuant to Sections 2.04.03, 2.04.04 and 5.04.04.

2.05 TI MASK SET PROTECTION. Anam shall protect all mask sets as Trade and Industrial Secrets of TI according to Article 10 of the applicable TAA. When any mask set is no longer usable by Anam for the purposes of this Agreement, Anam shall either return the mask set to TI immediately, or, upon TI's instructions, destroy the mask set and provide TI with written certification of any such destruction.

2.06 MATERIAL QUALITY REQUIREMENTS AND EQUIPMENT USAGE. TI will provide to Anam the most current version of TI's manufacturing Specifications, test programs and other test procedures needed by Anam to manufacture TI Products. In the process of qualifying the Facility and the manufacture of each TI Product, Anam shall, unless it obtains TI's consent to the contrary, use the same materials, recipes, processes, specifications and equipment directly relating to the manufacture of TI Products that TI uses in its commercial production of such TI Products as may have been disclosed by TI to Anam or as otherwise instructed by TI. Notwithstanding the foregoing, where required by local availability of materials and supplies, with the consent of TI, which consent shall not unreasonably be withheld or delayed, Anam may use materials, recipes, processes, specifications and equipment that are different from those used by TI.

ARTICLE 3.0

SPECIFICATIONS, QUALITY INSPECTION, TESTING AND CUSTOMER SERVICE

3.01 CHANGE TO SPECIFICATIONS. TI has the right to modify, change or alter the Specifications from time-to-time, at its sole discretion and upon reasonable written notice to Anam. In the event TI makes a change to the Specifications, the Parties, through good faith negotiations, shall agree upon the delivery schedule of the TI Products resulting from said change and TI's and Anam's respective responsibilities, in accordance with Section 3.02 for the costs incurred by Anam in connection with such changes, within thirty (30) days following any such notice. All Specification changes shall be consistent with TI's own Specification changes and shall not require Anam to perform changes not otherwise generally performed by TI with respect to comparable process flows under comparable circumstances.

3.02 SPECIFICATION CHANGE COSTS. [*]

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3.03 TI RESIDENT INSPECTOR. Anam agrees that TI employee safety and well-being, product quality and reliability assurance, and the protection of TI's intellectual property, including but not limited to Technical Information, are of material importance to TI. Therefore, throughout the Term, TI shall have the right to maintain at the Facility, at TI's sole discretion, one or more resident representatives, as reasonably approved by Anam, for the purpose of monitoring compliance with this Agreement, the Specifications, and TI safety and environmental standards for the protection of TI personnel, and protecting TI's intellectual property, including but not limited to Technical Information. Anam shall provide suitable office space for use by such representatives, and shall provide reasonable access to the manufacturing processes for the TI Products as may be required for monitoring said compliance. Such representatives shall not interfere with Anam's operation of the Facility.

3.04 TI CUSTOMER RIGHT OF INSPECTION. Upon reasonable notice, Anam agrees to allow TI customer representatives (who have been approved by TI), to conduct quality control and Specification audits and certification/qualification of the Facility, and manufacturing process, provided that, where requested by Anam, a TI employee accompanies such customer during its audit in the Facility, subject to reasonable rules of Anam relating to visitors.

3.05 TI RIGHT TO MONITOR PRODUCTION. Throughout the Term, during completion of production lots for TI, TI may perform monitoring tests and may recommend disposition or corrective action where variance to the Specifications exists. Anam will support this activity with quality trend reports and such other documentation as shall be reasonably requested by TI from time-to-time. In addition, if at any other time TI detects variances or deviations from Specifications, TI may recommend corrective actions to Anam.

3.06 VISITS AND SECRECY AGREEMENT. Anything to the contrary in this Article 3 notwithstanding, each and every personnel of TI or TI's customers who shall be given access to the Anam Facility pursuant to this Agreement, including, without limitation, pursuant to Section 3.03, 3.04 and 3.05 shall execute an agreement, which shall include reasonable terms governing the protection of Anam confidential information, as a condition precedent to admission or access to such Facility or receipt of technical information of Anam pursuant to this Agreement. All such personnel shall fully abide by all Facility rules and regulations. TI shall be fully liable for any personal injury or property damage resulting from any act or omission of TI's personnel while on the premises of Anam. All transitory visits of TI and TI customers shall be arranged at such times and in such manner as to minimize interference with the activities of Anam.

3.07 ANAM CORRECTIVE ACTIONS. During the Term, Anam agrees to use reasonable commercial efforts to make corrective actions as may be reasonably recommended by TI as soon as practicable, after written notification of the problem; provided, however, that TI shall use reasonable commercial efforts to assist Anam in taking such action recommended by TI or in solving problems.

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3.08 CYCLE TIME. Anam agrees to supply TI Products to TI in cycle times which shall be competitive with merchant world-class foundry companies. In any event, Anam agrees that the maximum production cycle time (i.e., the period from the start date for production specified in the TI Start Plan (as defined below) by TI to Anam's shipment of TI Products) shall be [*], except where otherwise expressly provided for herein.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

3.09 EXPEDITED PRODUCTION. On production lots specified by TI, Anam shall expedite cycle time to a [*], or such other cycle time as may be agreed (such expedited lots herein referred to as "Hot Lots"). Regardless of the stage of the production process at which a normal lot is converted into a Hot Lot, for each

such Hot Lot shipped within cycle time, TI shall pay Anam a fee of [*]; provided, however, that:

- (a) Unless otherwise agreed, Anam shall not be obligated to so expedite production , through March 31, 1998, on any more than [*] at any one time; from April 1, 1998 through June 30,1998, on any more than [*] at any one time; and thereafter, on more than [*] at any one time; and
- (b) Any lots required to be expedited pursuant to Section 8.05, below shall not count against the limits described in Section 3.09.00(a) above.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

3.10 TESTING. Anam shall perform multi-probe testing in a manner consistent with TI practice, to the extent disclosed by TI to Anam, at Anam's Buchon, Republic of Korea site on all TI Products delivered to TI hereunder and, without limiting its obligations elsewhere provided for herein, shall be responsible, at its sole expense, for having sufficient facilities, test equipment, labor, test programs and other items in place on such site to meet required quantities and cycle times. Notwithstanding the foregoing, TI shall be responsible, solely at its expense, for furnishing to Anam in a timely manner copies of the multi-probe test programs necessary for Anam to perform multiprobe testing on the required quantities and within the required cycle times; provided, however, that TI shall be under no obligation to furnish test programs compatible with any test equipment other than the test equipment TI uses in its wholly-owned facilities for comparable wafers. All test programs required to be implemented by Anam in accordance with this Section 3.10 shall be consistent with TI's own test programs and shall not require Anam to perform testing not otherwise generally performed by TI with respect to comparable products. Anam shall use no other test programs on TI Products other than those furnished or approved by TI. TI agrees to purchase any testers used by Anam for TI Products at the end of Anam's use of such testers on TI Products. TI's purchase price for such equipment shall be equal to Anam's original purchase price for such equipment depreciated on a five-year straight line basis and subject to a discount in price for excessive wear and tear. Notwithstanding the

foregoing, TI will consign to Anam such testers as may be required to enable Anam to test Products for sale to TI in accordance with this Agreement. TI will pay for shipping of such testers and provide, or reimburse Anam for, interface plates. Anam will provide probe cards, power conditioner, power supplies, and probers. In consideration of the foregoing, Amkor shall reduce the price otherwise payable by TI to Amkor for all Phase 1 and Phase 2 Products started after July 1, 1998 until the end of the term of the MPA by [*]. Anam shall be responsible for tester hardware and software maintenance and support, as well as software upgrades, either providing such services itself, or contracting for such services at its own expense. If Anam and TI mutually agree that TI will provide maintenance and support for VLCT Systems or any other testers, such services shall be provided at a rate of [*] and [*] for Phase 1 and Phase 2 Products. For Phase 3 Products, TI shall charge Anam the same rate that TI internally charges its own wholly owned wafer fabrication facilities for such services.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions. 3.11 TI INCOMING TESTING AND INSPECTION.

- 3.11.01 TI shall furnish to Anam from time to time, as required, quality and reliability Specifications applicable to TI Products. Among other things, those Specifications will specify the quality standards referred to within TI as the "Category 1" standards. Such Specification shall be consistent with specifications applicable to the Category 1 specifications met by TI's own facilities. Following receipt of each shipment, TI may perform incoming tests on each

shipment of TI Products. In the event such tests demonstrate that such TI Products fail to conform to the then-applicable quality and reliability Specifications furnished by TI and such Specifications conform to the foregoing, TI shall have the right to return, after confirmation of failures, such TI Products to Anam for rework or replacement at no cost to TI. TI has the right to recommend corrective action to address variances from Specifications. Such return shipments shall be made by TI, F.O.B. the destination from which they were originally shipped by Anam. A return material authorization ("RMA") form previously issued by Anam must accompany any such returned TI Products.

- 3.11.02 TI agrees to perform incoming inspection of TI Products for conformance with applicable Specifications within ninety (90) days of delivery, and to advise Anam and Amkor of rejections by written or electronic notice within five (5) business days after inspection. If any delivery of products by Anam or Amkor does not conform in any material respect to TI's order for such TI Products or is found to fail applicable inspection, TI shall have the right to reject such delivery by giving timely notice to Anam and Amkor to that effect. TI will thereupon return the non-conforming TI Products to Amkor or Anam (as the case may be) at Amkor's or Anam's cost and risk, for, as may be agreed between Amkor and TI, credit or rescreen and

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replacement. If it is agreed that such TI Products shall be rescreened, Anam and Amkor shall use reasonable efforts to rescreen and replace such non-conforming wafers or dies and to do so, if at all, within forty-five (45) days after the receipt thereof. TI will provide Anam and Amkor with a report specifying the reason for any rejection. All rejected products may be subjected to inspection by Anam or Amkor to confirm that they are defective. Any TI Product not rejected by TI within ninety (90) days plus five (5) business days after receipt by TI shall be deemed accepted. In the event that it determined that TI's rejection of a TI Product was not justified in accordance with the foregoing, TI shall reimburse Anam or Amkor, as the case may be, for all costs incurred in connection with such rejection, including without limitation in connection with the shipping and testing of such TI Product.

- 3.11.03 Nothing in this Section 3.11 shall limit TI's rights under Section 3.12 below.

3.12 CONFORMANCE TO QUALITY AND RELIABILITY STANDARDS; STOP SHIPMENTS.

- 3.12.01 Prior to any shipment of TI Products to TI, Anam shall:

- (a) Visually inspect such outgoing TI Products in accordance with applicable Specifications; and
- (b) electrically test such TI Products to determine whether:
 - (i) such TI Products conform to the relevant Category 1 standards (as defined in Section 3.11 above), as may be applicable to such TI Products in accordance with Section 3.11; and
 - (ii) the defective parts per million ("DPPM") levels of such shipment (as determined under then-current TI practice applied by TI to comparable products manufactured by TI) for such TI Products conform to the DPPM levels agreed upon by the Parties provided that such DPPM levels shall not be lower than

those demonstrated by the manufacturing process, as qualified, in use at a TI wholly-owned facility, which process is most comparable to the one in use at the Facility.

- 3.12.02 Unless otherwise permitted by TI, Anam shall assure that the TI Products meet, and shall not ship TI Products to TI that do not meet, the standards set forth in Section 3.12.01 above.
- 3.12.03 If it is determined by TI within 90 days of the shipment of TI Products to TI that such TI Products do not conform to the standards set forth in Section

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3.12.01, above, then notwithstanding anything to the contrary contained herein and upon written notice by TI, Anam shall stop all further shipments of such TI Products to TI, and TI shall be under no obligation to accept or pay for any such shipments, until TI shall be reasonably satisfied that appropriate corrective actions have been taken by Anam to address the nonconformance to such Category 1 standards and/or DPPM levels in accordance with Section 3.12.01 above.

- 3.12.04 Notwithstanding Section 3.11 above, or Sections 3.12.03 and 3.12.02 above, TI, Anam and Amkor agree to the following disposition of those TI Products produced hereunder that fail to satisfy Category 1 standards [*].

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

3.13 SECURITY AND DESTRUCTION OF SCRAP. Anam shall not assign, consign, deliver, transfer or otherwise provide TI Products, and shall undertake security measures (including but not limited to scrap and non-conforming TI Product destruction) sufficient to prevent TI Products (including all defective TI Products which do not meet Specifications) from being sold, assigned, consigned, delivered, transferred or otherwise provided, to any third party without the express written consent of TI. Unless otherwise specified in writing by TI, (a) all defective TI Products which cannot be repaired economically shall be scrapped and destroyed and (b) such defective TI Products shall not be transferred to any third party. TI shall have the right, from time-to-time, to review (i) Anam's security and scrap destruction procedures and (ii) Anam's compliance with such procedures.

3.14 PRODUCTION HOLDS. At TI's request, Anam shall hold production on any lot without charging TI an extra fee for that service for the first [*]. With respect to lots for which the hold is made prior to the backgrind stage and which hold exceeds [*], TI will pay Anam [*]. TI shall not be required to pay Anam a hold fee with respect to lots for which the hold is made from and following the backgrind stage. If any hold on a lot exceeds [*], TI, at its option, will thereupon either (i) release the lot for cancellation pursuant to Section 8.06, or (ii) release the lot for further processing. In the event that a lot which is on hold is canceled in accordance with Section 8.06, TI shall pay Anam only the cancellation charge provided under Section 8.06.

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3.15 WAFER BANK. Upon TI's request Anam agrees to store, at no additional expense to TI, up to [*] (or such other amount as may be agreed from time to time) unfinished wafers that have been processed up to the contact or "via" stage of processing for a period not to exceed 365 days. After Anam has stored such wafer for 60 days, Amkor shall have the right to invoice TI for, and TI shall purchase, such wafers at the Fixed Wafer Price therefor; provided that, in such case, Anam shall complete the processing of, and delivery of, such wafers upon TI's request at no additional cost. Notwithstanding the foregoing, upon shipment of such wafer to TI, the Price for such wafer shall be recalculated in accordance

with Article 7 and if such recalculated Price is different from the Fixed Wafer Price paid, Amkor shall issue a credit or debit to TI, as the case may be, for such difference. Any wafers so purchased by TI, while in the possession of Anam, shall be owned by TI and retained by Anam on a consignment basis and Anam shall continue to be responsible for any loss or damage to such wafers while they are in Anam's possession. In the event that either Anam or Amkor is responsible for a wafer for which TI has paid in accordance with the foregoing not being ultimately saleable to TI in accordance with this Agreement, Amkor shall credit TI the amount paid for such wafer.

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3.16 IMPLEMENTATION OF TECHNICAL INFORMATION.

3.16.01 Unless otherwise instructed by TI, and except as provided in Section 2.06, Anam shall, in accordance with this Agreement and the applicable TAA, implement all Technical Information provided under the applicable TAA as well as any manufacturing improvements (including TI Product performance improvements) as and when the Technical Information is furnished by TI to Anam.

3.16.02 Anam shall establish failure analysis capability reasonably satisfactory to TI, prior to Product Qualification.

3.17 TEST CORRELATION PROCEDURES. TI and Anam agree that quality and reliability assurance are of prime importance to TI's customers; therefore, both companies agree to establish test correlation procedures to assure compliance with TI customer requirements.

3.18 ANAM PROCESS RECORDS. Anam shall maintain, for a period of three (3) years from each date of origin, accurate records describing processing detail on a per die-lot basis.

3.19 OBSOLETE PRODUCTS. Notwithstanding anything to the contrary contained herein, if over any six-month period the quantity of TI's orders for TI Products falling within any particular process flow (e.g., the 33C10.c3 process flow) constitutes less than the lower of (i) [*] in such period or (ii) [*], then Anam may notify TI in writing of its intention to exercise its rights under this Section 3.19, and after two and one-half years following such notice, Anam may refuse any further order for TI Products so falling within such process flow; provided, however, that if TI has (i) the same process flow qualified at a TI wholly-owned facility and (ii) available capacity for the manufacturing of such TI Products at such facility, then Anam may refuse any such further order after nine (9) months following such notice.

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3.20 PERFORMANCE METRICS. TI and Anam shall share with each other, on a periodic basis, their respective data under the performance metrics as may be agreed between them and reports of their respective performance against such metrics.

ARTICLE 4.0 MANUFACTURING CHANGES

Both TI and Anam understand that the particular TI Product to be provided to TI for initial Product Qualification and as qualified by TI will define the

applicable manufacturing process with respect to the manufacture of TI Products. After Product Qualification is successfully completed, Anam shall not make any changes to said manufacturing process(es) or the Specifications without the prior written instruction and consent of TI. Any unauthorized manufacturing changes by Anam which affect the form, fit, function or reliability of the TI Products shall render them unqualified. TI assumes no liability for the manufacture of unqualified TI Products. Any particular TI Product and its manufacture can become unqualified after Product Qualification if such formerly qualified TI Product subsequently falls below applicable Specifications. Changes to a particular TI Product or its manufacture may necessitate re-qualification. TI or Anam shall bear the costs associated with the foregoing as determined under the applicable TAA and this Agreement.

ARTICLE 5.0
TI LOADING OBLIGATIONS AND OPTION

5.01 LOADING OBLIGATIONS.

5.01.01 Throughout the Term, TI and/or TI's Affiliates (individually or collectively) shall, subject to only the conditions set forth in Section 5.03, purchase from Amkor, and Amkor shall sell (subject, inter alia, to Section 6.03) to TI, no less than the quantities of TI Products provided in this Section 5.01, as follows:

[*]

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5.01.02 For the purpose of the foregoing the term "month" means calendar month; provided, however, that if the Phase 3 Qualification Date does not occur at the beginning of a calendar month, the Parties shall adjust the time periods set forth in Section 5.01.01 above accordingly.

5.01.03 TI shall purchase TI Products in accordance with Article 6 below. Such purchases shall be at such prices and upon such terms as are set forth in this Agreement.

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5.01.04 Notwithstanding the foregoing, TI shall not be deemed to be in breach of Section 5.01 for so long as TI meets its minimum purchases obligations under such section as determined on a rolling six-month average basis.

5.01.05 Anam and Amkor agree to take all reasonable commercial efforts to work with TI with respect to this Section 5.01.

5.02 CAPACITY. Regardless of Anam's actual manufacturing capacity, after March 31, 2001, "Capacity" means, with respect to Phase 1, [*] with respect to Phase 2, [*] and with respect to Phase 3, [*] unless otherwise agreed.

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5.03 CONDITIONS TO TI PURCHASE OBLIGATIONS. TI shall be relieved by Anam and Amkor of TI's obligation to purchase TI Products from Amkor pursuant to Section 5.01 only during the period and to the extent that: (i) Amkor and Anam have failed to achieve a sufficient number of Customer Qualifications to support such purchase obligations, such failure is the fault of Amkor or Anam and TI has used reasonable commercial efforts to obtain such Customer Qualifications; or (ii) Anam has materially failed to meet Specifications and TI Product performance specifications (e.g., cycle time, yield and delivery targets), and provided that in such case Anam and TI shall work together to remedy such failure.

5.04 C12 PRODUCTS.

5.04.01 Anam shall manufacture the 33C12X3L devices listed on Annex C that TI has redesigned for manufacture with the 25C10 process node ("C12 Products"). [*]

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

5.04.02 [*]

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5.04.03 The C12 Products purchased pursuant to this Section 5.04 shall not apply to TI's loading obligations set forth in Section 5.01.01.

5.04.04 Notwithstanding anything to the contrary set forth herein, including in Section 2.04, TI shall be responsible for the cost of any mask set used in the Product Qualification for any C12 Product and the initial mask set used in the manufacture of a C12 Product.

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5.04.05 Except as otherwise provided in this Section 5.04, all C12 Products will be treated as Phase 1 Products are treated hereunder.

ARTICLE 6.0
TI FORECASTS AND PURCHASE ORDERS

6.01 ANNUAL QUANTITY PROJECTIONS. By the 15th of May of each year during the Term, TI shall provide to Amkor the annual quantities of Wafer Outs by technology node (e.g., C10, C07, non-copper C05) estimated to be purchased from Amkor by TI for the upcoming three (3) to five (5) year time period (the "Annual Quantity Projections"). For purposes of this Agreement, "Wafer Outs" means finished wafers. Such Annual Quantity Projections shall be a good faith estimate by TI but shall be for informational purposes only and not constitute a binding purchase obligation of TI. The Annual Quantity Projections may be issued electronically.

6.02 FIXED LOADINGS. Subject to Article 5 above, TI shall purchase from Amkor, Amkor shall sell, and Anam shall manufacture, quantities and types of TI Products to the extent such quantities and types are deemed fixed in Forecasts and TI Start Plans issued in accordance with the following provisions of this Article 6.

6.03 MONTHLY FORECASTS.

6.03.01 On the 20th day of each month (or on the last preceding business day prior to the 20th day if the 20th day is on a weekend or holiday), TI shall issue to Amkor a forecast (the "Forecast") of the monthly quantity of wafer starts by technology node (e.g., C10, C07, non-copper C05) and process flow (e.g., 33c10x4L) to be purchased by TI from Amkor during the next twelve months. The first three months included in each Forecast shall be deemed fixed as to the quantity of wafer starts and the related technology nodes. Accordingly, the quantities of wafer starts and technology nodes specified for the first and second months of each Forecast shall be the same as the quantities of wafer starts and technology nodes specified for the second and third months of the immediately preceding Forecast.

6.03.02 The last nine months included in each Forecast shall be deemed fixed as to the quantity of wafer starts, except that in each Forecast, TI may increase or decrease the quantity of wafer

starts specified for any of the last nine months of such Forecast (a "Subject Month") by up to an amount equal to [*] of the Capacity specified in such Forecast for the corresponding month immediately preceding the Subject Month. Such forecasted amount, adjusted in accordance with the foregoing, shall be deemed fixed as to the quantity of wafer starts, unless further varied in subsequent Forecasts issued in accordance with this Section 6.03.02.

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6.03.03 Nothing in this Section 6.03 shall restrict TI from specifying in its Forecasts quantities less than its minimum loading requirements under Section 5.01, provided TI satisfies those requirements on a six-month rolling average basis as set forth in Section 5.01.04.

6.04 DAILY LOADING REQUIREMENTS AND WEEKLY FORECAST.

6.04.01 On a mutually agreed schedule between the Parties, TI shall issue to Amkor a daily TI Start Plan (the "TI Start Plan"). The TI Start Plan shall specify device types, and quantities in terms of wafer starts for TI Products the production of which is to commence for each of the days covered by the TI Start Plan. TI shall issue each TI Start Plan at least 24 hours in advance of the first date (Korea time) covered by such TI Start Plan. The TI Start Plan will be issued electronically.

6.04.02 Anam shall commence production of such device types in such quantities as specified for each such Fixed Day. The remaining days of each TI Start Plan shall be for informational purposes only and shall not be deemed fixed to any extent.

6.04.03 Anam shall produce TI Products, through the third quarter of 1998, in lots of [*] as specified in TI Start Plans, and after such period, in lot sizes to be agreed upon by the Parties, which agreement shall be based in part on whether Anam incurs materially higher per-die costs in the production of smaller lot sizes.

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6.05 SHIPPING INSTRUCTIONS. On Monday of each week, TI shall provide Amkor a Shipping Instruction Report identifying wafer shipments (including shipment destinations) that need to be made in the current week starting on that Monday.

6.06 FURTHER AGREEMENT. Nothing in this Article 6 shall restrict the Parties from agreeing from time to time on quantities and types of TI Products different from those deemed fixed pursuant to the foregoing provisions.

6.07 YIELD ESTIMATES.

6.07.01 Anam shall provide to TI accurate multi-probe yield ("MPY") and process yields estimates for Anam's production of each TI Product device on a weekly basis, or more frequently if there is a material change in the estimated MPY or process yield last communicated to TI.

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6.07.02 Anam acknowledges that the quantities of Wafer Outs TI specifies in TI Forecasts and of wafer starts TI specifies in the TI Start Plans are dependent on the accuracy of such MPY and process yield estimates, as provided by Anam. Therefore, if with respect to any particular TI Product device type, Anam's actual integrated yield (i.e., the cumulation of the MPY and the process yield) exceeds the integrated yield estimate last furnished by Anam to TI in time to allow TI to adjust its Forecast or the TI Start Plan accordingly, then the other provisions of this Article 6 notwithstanding, but subject to TI's rights elsewhere provided in this Agreement relating to inspection, quality, reliability, warranty and the like, TI shall purchase such excess of such device type, but only up to the Acceptable Yield Variance. For purposes hereof, the "Acceptable Yield Variance" means, through 1998, [*] and, after December 31, 1998, [*]. Any such excess so purchased by TI shall count against TI's loading requirements elsewhere provided for hereunder.

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6.08 UNNECESSARY VARIATIONS. TI and Anam shall each use commercially reasonable efforts to minimize unnecessary variations in order to achieve as nearly as possible linear weekly shipments.

6.09 PURCHASE ORDER PROCESS. Two weeks prior to the start of each quarter, at the same time as the Quarterly Forecast, TI shall supply to Amkor a written blanket purchase order. The purchase order shall be issued solely for administrative/invoicing purposes and shall only provide the estimated amount payable by TI to Amkor in U.S. Dollars. The purchase order shall not be binding in any respect. Any terms and conditions expressed in any purchase order or acknowledgment shall have no force and effect between the Parties.

6.10 REVISIONS. The Parties may agree in writing from time to time to revise the periods covered by the rolling forecasts, the forecasting and ordering process, the forecast and ordering data, and/or the technology by which the forecasts and orders are communicated to take advantage of more efficient and effective means of transacting business. During the Phase 1 node start-up period and until March 31, 1998, TI shall provide forecasted volume by device name. These data are for informational purposes only and do not constitute a formal start plan commitment by TI.

ARTICLE 7.0 PRICING

7.01 PRICING.

7.01.01 For TI Products delivered to TI in accordance with this Agreement, TI shall pay Amkor an amount (the "Price") calculated in accordance with this Article 7. [*]

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ARTICLE 8.0 SHIPPING, PAYMENT AND PACKAGING

8.01 SHIPMENTS. Shipments shall be made FCA (INCO Terms), Facility (the "FCA Point"), in accordance with the routing and "ship to" instructions in TI's shipping instructions. All title and risk of loss or damage shall pass from Amkor to TI upon Anam's delivery to the FCA Point, provided Anam has shipped the TI Products in accordance with TI's reasonable routing and "ship to" instructions and any other packing and shipping instructions. TI shall be

responsible for all shipping, handling and insurance costs from the FCA Point to the destination of the shipment.

8.02 PAYMENT PROCEDURES.

- 8.02.01 On the day Anam makes shipment, Amkor shall send to TI a shipping notice containing the number of TI Products shipped, estimated amount payable, lot number, and purchase order number. Amkor shall also provide, at the end of each week, a weekly invoice and reconciliation statement showing all shipments made during the week and any special or incidental fees incurred that week as authorized by this Agreement (e.g., Hot Lot fees).
- 8.02.02 Subject to Sections 8.02.03, 8.02.04 and 8.02.05 below, TI's payment shall be net thirty (30) days of each such weekly invoice and reconciliation statement.
- 8.02.03 With respect to payments owed by AUSA under either Leasing Agreement after the effective date of this Agreement, each party hereto shall cooperate in good faith to determine the amount of each Rent (as defined in each Leasing Agreement) and Interim Rent (as defined in each Leasing Agreement) payment at the time that TI and AUSA execute each purchase order under such Leasing Agreement. At the time of such calculation, the parties hereto shall calculate an amount (the "Withholding Amount") that TI may withhold from each weekly payment made pursuant to Section 8.02.2 after March 1, 2000 so that TI will have withheld a sufficient amount to pay each Rent and Interim Rent payment under each Leasing Agreement as it becomes due. TI shall then withhold the Withholding Amounts, as calculated and adjusted upon the signing of each purchase order under each Leasing Agreement, from each payment due pursuant to Section 8.02.2. In the event that a given weekly payment is less than such Withholding Amount, TI shall withhold an additional amount from subsequent weekly payments until it has withheld the same amount that it would have withheld if the given weekly payment was sufficient to cover such Withholding Amount. The amounts withheld shall be deemed payments towards the invoices pursuant to Section 8.02.2. On each date

that Rent and/or Interim Rent are due under either Leasing Agreement, TI shall (to the extent it has been given timely notice of the date and amount thereof as provided herein below) pay the Rent and/or Interim Rent to Citicorp or CBL, as the case may be, due thereunder as of such date from such withheld amounts, but only to the extent that it has withheld payments pursuant to this Section 8.02.3. Anam, Amkor and AUSA hereby agree to give to TI notice of the date and amount of each payment due under each Leasing Agreement five (5) business days prior to the date when payment is required to be made. In the event that the Withholding Amount is insufficient to enable TI to pay such Rent and/or Interim Rent on its applicable due dates, TI may, in good faith and in its sole discretion, increase the Withholding Amount to an amount that it deems sufficient to enable it to make such Rent and/or Interim Rent payments from the amounts withheld. Upon performance in full of the Leasing Agreements and the release of the Guaranties, TI shall remit to Amkor all withholdings made hereunder and not paid to Citicorp or CBL, as applicable, under either Leasing Agreement. Notwithstanding anything to the contrary contained herein, TI shall not be liable for any loss, cost, damage or expense suffered by Anam, Amkor or AUSA as a result of TI's failure to make any payment of TI and/or Interim Rent to Citicorp or CBL, as the case may be, under any Leasing Agreement unless caused by TI's gross negligence or willful misconduct.

- 8.02.04 Notwithstanding any other provision in this Agreement, TI shall have a right of offset to every amount due under this Agreement to Anam and/or Amkor for any payments made by TI pursuant to either Guaranty. Such offset may be applied in any manner designated by TI to amounts due under this Agreement.
- 8.02.05 Beginning with the first week in January, 2001, and ending with the second week in December, 2001, TI may withhold from the payment due on each weekly invoice (the "Weekly Invoice") from Amkor for products shipped to TI by Anam during each such week, in addition to the Withholding Amount as set forth in Section 8.02.03 and/or offsets pursuant to 8.02.04, an amount (the "TAA Withholding Amount") equal to [*]. The TAA Withholding Amounts shall be deemed payments towards the Weekly Invoices pursuant to Section 8.02.02. In the event that the payment due on a Weekly Invoice, after taking into account Withholding Amounts pursuant to Section 8.02.03 and/or offsets pursuant to Section 8.02.04, is less than the TAA Withholding Amount, the difference between the payment due and the TAA Withholding Amount (the "Carry Forward Amount") shall be carried forward, added to and included in the next week's TAA Withholding Amount, until there is no longer any Carry Forward Amount, or if there is a Carry Forward Amount after the last Weekly Invoice, such Carry Forward Amount shall be included in the

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December 31, 2001 technical assistance fee payment due from Anam under the Phase 3 TAA.

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8.03 DELIVERY.

- 8.03.01 Anam shall ship TI Products to TI's designated delivery points on the dates required to meet the cycle time requirements hereunder from the production start dates specified in TI Start Plans (the "Scheduled Shipment Date"), but in no event shall Anam ship TI Products sooner than three (3) days in advance of the Scheduled Shipment Date. Except for those TI Products which are subject to delays caused by holds or storage at the wafer bank, as described in Sections 3.14 and 3.15 respectively, in the event that any TI Products are not shipped in accordance with such delivery dates, Anam agrees to ship via air freight (or as directed by TI) and to pay for all extra costs.
- 8.03.02 In addition to the TI packing and shipping instructions, the TI Products shall be packaged in accordance with applicable TI Specifications and Korean Laws and U.S. laws to ensure safe arrival at TI's designated delivery point.

8.04 PACKING AND SHIPPING INSTRUCTIONS.

- 8.04.01 Anam will properly pack and describe shipments in accordance with TI Specifications and applicable carrier and legal regulations. [*]

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- 8.04.02 In case any shipment does not correspond to normal practice in the industry (e.g., require special handling shipments or air ride suspension, or air shipment over five hundred (500) pounds, or over one hundred twenty (120) inches long or wide or over fifty-six (56) cubic feet, etc.), Anam agrees to notify TI's appropriate traffic department seventy-two (72) hours prior to shipment for special shipping instructions.

8.04.03 Each box, crate or carton will show TI's full street address and TI Start Plans lot number regardless of how shipped. On air carrier shipments, a packing list shall accompany each container and shall describe the contents of such container. On all other shipments, Anam will provide a packing list to accompany each shipment, referencing the appropriate TI

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Start Plans lot number and purchase order number. The bill of lading also will reference the TI Start Plan lot number and purchase order number.

8.04.04 Anam is responsible for packing shipments correctly based on the carrier/mode utilized. Charges for packing and crating shall be deemed part of the Price and no additional charges will be made therefor unless specifically requested by TI on the TI Start Plans. Anam agrees to ship via the carrier specified by TI.

8.05 RETURN MATERIALS AUTHORIZATION. TI Products returned to Anam or Amkor pursuant to Sections 9.02 or 3.11 or as otherwise permitted hereunder shall be returned freight collect. To the extent reasonably practicable, replacement service by Anam or Amkor shall be made on an expedited, "courier", basis, to the extent practicable, not to exceed [*], from the date of return, at no additional expense to TI. Anam agrees to provide RMA as soon as reasonably possible, but not exceeding five (5) business days after return by TI.

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8.06 CUSTOMER CANCELLATION. Upon a cancellation of an order by a TI customer on the basis of which customer order TI ordered a lot in production hereunder, of a lot already in production at the Facility, TI shall have the right to cancel such lot; provided, however that TI shall pay Amkor an amount equal to the Wafer Termination Amount (as defined in Section 2.04.04).

ARTICLE 9.0
WARRANTIES AND LIABILITY LIMITATIONS

9.01 PRODUCT WARRANTY. Anam warrants to TI that the TI Products as delivered to TI hereunder will conform to the relevant Specifications and shall be free from any defects in material or workmanship for a period of [*] from the date of delivery to TI (hereinafter, the "Warranty Period").

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9.02 PRODUCT WARRANTY REMEDY.

9.02.01 If, within the Warranty Period, any TI Products are in breach of the warranty set forth in Section 9.01, TI shall notify Anam promptly in writing of such breach, and Anam shall promptly, at TI's option, either (i) if Anam still has the capability to manufacture such TI Products, repair or replace such TI Products at no cost to TI or TI's customers, or (ii) credit to TI's account [*]. A Return Materials Authorization ("RMA") form previously issued by Anam must accompany any such returned TI Products. Such return shipment shall be made by TI, F.O.B. TI's shipping dock or such other shipping location as may be designated by TI.

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9.02.02 If it is determined that a TI Product returned to Anam in accordance with the foregoing has not breached the warranty set forth in Section 9.01, TI shall reimburse Anam the costs incurred by Anam in connection with Anam's treatment of such TI Product as a product subject to Section 9.02.01, including the return of such TI Product and the testing thereof.

9.03 ANAM AND TI INDEMNITY.

9.03.01 Anam will hold TI harmless from, and indemnify it against, all costs and damages, up to the total amount paid by TI to Amkor for a particular TI Product to which this indemnity relates, incurred by TI resulting from any claims made by third parties arising out of such TI Products manufactured by Anam, to the extent that such TI Product breached the warranty set forth in Section 9.01, provided the liability for such claims is not due to any intentional misconduct or gross negligence by TI (including without limitation, that of any TI employee or agent).

9.03.02 TI will hold Anam and Amkor harmless from, and indemnify them against, all costs and damages in excess of the total amount paid by TI to Anam or Amkor for a particular TI Product to which this indemnity relates, incurred by Anam or Amkor as a result of any claim against Anam or Amkor by any customer of TI with respect to such TI Product; provided, however, that in no case shall TI be obligated to hold Anam or Amkor harmless or indemnify Anam or Amkor against any claim arising out of the intentional misconduct or gross negligence of Anam or Amkor (including without limitation, that of any Anam or Amkor employee or agent).

9.04 SOLE WARRANTY.

9.04.01 WITH RESPECT TO TI PRODUCTS, THE WARRANTY SET FORTH IN SECTION 9.01 STATES ANAM'S AND AMKOR'S SOLE WARRANTY, AND SECTION 9.02.01 STATE TI'S SOLE REMEDIES FOR THE BREACH OF SUCH WARRANTY.

9.04.02 WITH RESPECT TO TI PRODUCTS, THE WARRANTIES IN THIS ARTICLE 9 ARE EXCLUSIVE AND STATED IN LIEU OF, AND ANAM AND AMKOR HEREBY DISCLAIM, ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND, EXCEPT AS PROVIDED IN SECTION 8 ("INDEMNITY BY ANAM") OF THE PHASE 2 TAA AND THE PHASE 3 TAA, NON-INFRINGEMENT. THE PARTIES NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THE PARTIES ANY OTHER LIABILITIES IN CONNECTION WITH THE

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MANUFACTURE OR SALE OF SUCH PRODUCTS. THE WARRANTIES SHALL NOT APPLY TO ANY OF SUCH PRODUCTS WHICH HAVE BEEN REPAIRED OR ALTERED BY TI, EXCEPT AS AUTHORIZED BY ANAM, OR AMKOR, OR WHICH SHALL BE SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT OR ABUSE BY TI OR ITS CUSTOMERS.

9.05 WARRANTY DISCLAIMER. ANAM AND AMKOR MAKE NO WARRANTY OR REPRESENTATION THAT THE TI PRODUCTS DELIVERED HEREUNDER ARE, OR WILL BE, SUITABLE FOR USE AS COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS OR ANY AVIATION, NUCLEAR, OR OTHER APPLICATION THAT PROTECTS, SUPPORTS, OR SUSTAINS LIFE, WHERE THE FAILURE OF SUCH COMPONENT TO PERFORM MAY RESULT IN SIGNIFICANT BODILY INJURY, CAUSE THE FAILURE OF, OR AFFECT THE SAFETY OR EFFECTIVENESS OF SUCH DEVICE, SYSTEM OR APPLICATION. NOTHING IN THIS SECTION 9.05 SHALL LIMIT THE WARRANTY UNDER SECTION 9.01.

9.06 LIABILITY LIMITATION. ANAM'S AND AMKOR'S TOTAL AGGREGATE LIABILITY TO TI ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING UNDER THIS ARTICLE, SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY TI TO AMKOR HEREUNDER.

EXCEPT FOR TI'S OBLIGATION TO PURCHASE AND PAY FOR TI PRODUCTS, TI'S TOTAL AGGREGATE LIABILITY TO ANAM AND AMKOR ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING UNDER THIS ARTICLE, SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY TI TO ANAM HEREUNDER.

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR ANY OTHER SPECIAL, DIRECT, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER THE PARTY AGAINST WHOM LIABILITY IS ASSERTED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 10.0
AMENDMENT OF CERTAIN PRIOR AGREEMENTS

The Parties agree that (i) Articles 5, 6, 7 and 8 and Sections 2.04 and 2.05 of the Phase 1 TAA, (ii) Sections III and IV of Annex A of the Phase 1 TAA, and (iii) the Amendment to the Phase 1 TAA, dated September 29, 1997, each in their entirety, shall be of no further force or effect and shall be replaced and superseded by the terms and conditions of this Agreement. Except as stated in the foregoing, the Phase 1 TAA shall not be considered revised or amended in any way by this Agreement. The Amkor Marketing Agreement

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dated as of August 1997 among TI, Anam and Amkor shall be of no further force and effect and shall be replaced and superseded by Section 10.01.02 of the Phase 3 TAA and Annexes B and C of the Phase 2 and Phase 3 TAAs.

ARTICLE 11.0
TERM

This Agreement shall be effective upon its execution by the Parties and shall continue in effect, with respect to Phase 1 Products, throughout the Term of the Phase 1 TAA, with respect to Phase 2 Products, throughout the Term of the Phase 2 TAA, and with respect to Phase 3 Products, throughout the Term of the Phase 3 TAA (as defined therein) and throughout the term of any other TAA between TI and Anam to the extent those Parties agree.

ARTICLE 12.0
CONFIDENTIALITY

This Agreement incorporates Article 10 of the Phase 2 TAA and Article 10 of the Phase 3 TAA in their entirety herein by reference, and such articles shall be considered as part of this Agreement so long as this Agreement is effective, provided, however, that nothing herein shall limit the survival of such obligations as set forth therein. Both Anam and Amkor expressly agree to be bound by Article 10 of the Phase 2 TAA and Article 10 of the Phase 3 TAA.

ARTICLE 13.0
TERMINATION AND DISPUTE RESOLUTION

13.01 TERMINATION. Where the following grants to a Party the right to terminate this Agreement, such Party may exercise such right in accordance with this Article 13. For the purpose of this Article 13, Anam and Amkor on the one hand, and TI on the other hand, shall each be considered a Party.

13.01.01 Expiration or Termination of TAA. Unless extended, upon the expiration of the term or the termination of the last effective TAA, this Agreement shall terminate automatically but in accordance with any terms set forth in such TAA; or

13.01.02 Mutual Agreement of the Parties. The Parties may mutually terminate this Agreement, in which event the future

relationship of the Parties shall be determined by the Parties; or

13.01.03 An Uncured Material Breach. Subject to Sections 13.02, 13.03 and 13.04 of this Agreement, a Party may terminate this Agreement, and at its option, any TAAs, in the event of an uncured material breach hereof by the other Party. A material breach includes without limitation a curable breach that is not cured in accordance with Section 13.03.

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13.02 RESOLUTION OF DISPUTES. It is the intent of the Parties that any breach of this Agreement be resolved in an amicable manner, to the fullest extent possible, and that any such resolution be reasonable in light of the rights and obligations of the Parties. If any breach should arise which cannot be resolved by the personnel of each Party directly involved, the following procedures of Sections 13.03 through 13.04 inclusive shall apply in each of the circumstances described below.

13.03 CURE. If either Party (the "Breaching Party") shall at any time breach this Agreement, without any material causative fault on the part of the other Party (the "Non-Breaching Party"), by failing to perform any provision of this Agreement, the Non-Breaching Party may advise of its intention to terminate this Agreement by providing formal written notice of breach pursuant to Section 14.13 to the Breaching Party specifying the breach. Notice for purposes of the foregoing provided other than in strict accordance with Section 14.13 will not be effective. Notwithstanding the foregoing, this Agreement will not be terminable if: (i) the breach specified in the notice is remedied within the sixty (60) day period following receipt of the notice by the Breaching Party or (ii) if the breach reasonably requires more than sixty (60) days to correct, the Breaching Party has, within thirty (30) days from receipt of the notice of breach, begun substantial corrective action to cure the breach and submitted a written remediation plan to the Non-Breaching Party pursuant to Section 14.13 providing a detailed explanation of the steps to be taken to cure the breach as quickly as practicable, the Breaching Party diligently pursues such corrective action, and such breach is actually cured within ninety (90) days following receipt of the notice of breach. If any breach is not cured within the time permitted, the Non-Breaching Party shall have the right to issue a notice of termination of this Agreement within 90 days of the expiration of the foregoing cure period by giving written notice thereof to the Breaching Party. The Non-Breaching Party shall state in its notice of termination whether it intends to exercise its option to terminate any TAAs. Upon the giving of such notice of termination this Agreement shall terminate in accordance with Section 13.06. The Party receiving notice shall have the right to cure any such breach up to the date of the notice of termination. In the event of a material breach, the Non-Breaching Party shall have the right to suspend further implementation or effectuation of its obligations under this Agreement affected by such breach, and shall not be obligated to resume such activities until such breach has been cured. This Section 13.03 shall run concurrently with the conciliation process set forth in Section 13.04 below.

13.04 CONCILIATION PROCESS. At any time during the Term, upon the occurrence of one or more breaches under this Agreement, the Non-breaching Party shall promptly deliver written notification to the alleged Breaching Party setting out in reasonable detail and in clear and concise language the good faith basis for and the specifics of such breach. Within the applicable cure period provided in Section 13.03, either Party has the right to demand the following meetings:

13.04.01 Upon fourteen (14) calendar days' notice, a meeting of the project coordinators for the purposes of, among other things:

- (a) assessing the good faith basis for the claimed breach;

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- (b) defining, assessing and prioritizing the alternatives reasonably available to cure such breach or to correct the circumstances or situations that gave rise to such breach so as to make its reoccurrence unlikely; and
- (c) adopting by unanimous vote, one or more curative or corrective courses of action.

13.04.02 If, after meeting in accordance with Section 13.04.01, the project coordinators are unable to resolve the breach, a meeting of an advisory committee consisting of the Presidents of Amkor, Anam and the TI Executive Vice President responsible for the Semiconductor Group and two additional personnel of their choice, one of each from TI and Anam or Amkor for further attempts at resolution, upon fourteen (14) calendar days' notice.

13.04.03 If, after meeting in accordance with Section 13.04.02, such advisory committee is unable to resolve the dispute, a meeting of the respective Chief Executive Officer of each of TI and Anam or Amkor for the purpose of attempting to resolve the breach, upon fourteen calendar days' notice.

13.05 REMEDIES, INJUNCTIVE AND OTHER EQUITABLE RELIEF. Upon the failure to cure a material breach by either Party of any provision of this Agreement, the Non-Breaching Party shall have the right to pursue all available remedies at law or in equity that it may elect, including but not limited to specific performance or injunctive relief, in order to obtain the benefits which have been provided pursuant to this Agreement and the TAAs, or to obtain adequate recourse or compensation in the event the same are not so provided.

13.06 TERMINATION PROCEDURE. Following the issuance of a notice of termination by the Non-Breaching Party in accordance with Section 13.03, the Parties shall promptly meet and establish, in good faith, a reasonable transition plan that will permit for a period not to exceed two years: (i) Anam, subject to the payment of royalties under any TAA (including Section 5.03.01 of the Phase 2 TAA and Section 5.03.01 of the Phase 3 TAA), to continue to use the technology provided to it under such TAA so that it will have the ability to continue in the foundry business using TI technology and at the same time transition to another process technology by the end of such period, and (ii) TI to continue to purchase TI Products from Amkor in the manner provided in this Agreement so that TI's supply of products will not be interrupted in such period while TI transitions to another source for such products. If during the transition period, Amkor or Anam repeatedly and materially fails to fulfill TI's reasonable requirements for TI Products, TI may terminate the transition period upon sixty days' notice.

13.07 FORCE MAJEURE.

13.07.01 Should either Party be prevented from performing its contractual obligations under this Agreement due to the cause or causes of force

majeure such as new acts of war or aggression (declared or undeclared) by North Korea or other third country or economy, fire, storm, flood, typhoon or other severe weather conditions, earthquake, strike, student unrest, legal restraints, government or like interference, judicial action, accidental damage to equipment, as well as any other cause outside the control of that Party, that Party shall not be liable to the other Party for any delay or failure of performance caused by any of the above events. "Force majeure" shall include the failure to obtain such license(s) and other approvals, including export licenses, as are required by U.S. law or other applicable law for the equipment, software,

technology and Products to be provided pursuant to the terms of this Agreement, except where such failure is due to a Party's breach of this Agreement.

13.07.02 In addition to providing notice in the manner set out in Section 14.13, the Party affected by Force Majeure shall notify the other Party of the occurrence of any of the events set out in Section 14.16.01 in writing by cable, telex, facsimile, or electronic mail within the shortest possible time.

13.07.03 Should the delay caused by any of the above events continue for more than ninety (90) days, the Parties shall settle the problem of further performance of the Agreement through friendly negotiations as soon as possible with the objective of restructuring the relationship among them such that the effects of such delay are minimized. If the Parties cannot agree on a mutually acceptable solution within six (6) months of any Party request for such negotiations either Party may terminate this Agreement and any TAAs to the extent permitted by, and in accordance with, Section 13.06.

ARTICLE 14.0
MISCELLANEOUS

14.01 ANNEX. Annexes A, B and C of this Agreement are an integral part hereof. All amendments, supplements and alterations to this Agreement shall be made in written form and signed by the authorized representative of the Parties, and such shall thereafter form an integral part of this Agreement.

14.02 SEVERABILITY. In the event that any of the provisions of this Agreement, or portions thereof, or documents referenced herein are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby. If the purposes of this Agreement are substantially frustrated by any events contemplated by this Section 14.02, a Party may terminate this Agreement in the manner and as if the conditions of Section 13.01.02 existed.

14.03 CONFIDENTIALITY OF THIS AGREEMENT. No Party, without the prior written consent of the other, shall either issue or cause the issuance of a press release or public

announcement or disclose to any third party the contents of this Agreement or the transactions contemplated hereby. Under this requirement a Party shall be permitted to disclose, under confidentiality and use restrictions, such terms of this Agreement as are reasonably required to be disclosed in response to reasonable requests made by governmental authorities or potential investors or lenders not affiliated with any semiconductor developer or manufacturer in the ordinary course of seeking governmental approvals or for obtaining debt or equity financing, bank credit or the like.

Notwithstanding the foregoing or anything to the contrary set forth in the TAAs, each party may disclose the existence of this Agreement and the general fact that the Parties have entered into a technology transfer agreement and this Agreement.

14.04 HEADINGS. The headings of the Articles and Sections of this Agreement are for reference purposes only and shall not be deemed to affect in any way the meaning or interpretation of the Articles to which they refer.

14.05 WAIVER. The failure on the part of any Party to exercise or enforce any rights conferred on it hereunder shall not be deemed to constitute a waiver of any rights nor operate to bar the exercise or enforcement of any rights at any time or at times thereafter.

14.06 FURTHER ACTIONS. The Parties agree to execute and deliver to each other all additional instruments, to provide all information, and to do or refrain from doing all further acts and things as may be necessary or as may be

reasonably requested by any Party hereto, more fully to vest in, and to assure each Party of, all rights, powers, privileges, and remedies herein intended to be granted to or conferred upon such Party.

14.07 ASSIGNMENT. A Party shall not assign or delegate this Agreement or any right or duty under this Agreement or portion thereof (including an assignment or delegation by operation of law, other than in connection with a reincorporation) without the prior written consent of the other Parties. Notwithstanding the foregoing, TI may assign this Agreement or any obligation hereunder to any Subsidiary of TI upon written notice to Anam. In such event, TI shall guarantee such Subsidiary's performance of its obligations under this Agreement and such assignment obligation shall not release TI of any of its obligations hereunder. Notwithstanding the foregoing, Amkor and Anam may assign or delegate their rights and duties hereunder among themselves or to their respective Affiliates, provided that such assignment or delegation does not cause TI to incur any additional obligations or costs. In the event of such delegation or assignment, Amkor and Anam shall guarantee such Affiliate's performance of their obligations under this Agreement and such assignment obligation shall not release Amkor or Anam of any of their obligations hereunder. Amkor and Anam shall be jointly and severally liable for the obligations and liabilities of either of them under this Agreement. Any attempted assignment or delegation, other than the delegation expressly permitted in this Section 14.07, shall be null and void. It shall be deemed a breach under this Agreement by Anam and Amkor if Anam transfers any of the outstanding capital stock of AUSA without the prior written consent of TI.

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14.08 AMKOR-ANAM AGREEMENT. Amkor and Anam represent and warrant to TI that they will enter into and cause to remain in effect an agreement providing for, inter alia, Amkor and its Affiliates to sell all of Anam's wafer manufacturing capacity to third parties, including TI as contemplated by this Agreement.

14.09 NO THIRD PARTY BENEFICIARIES. Except as specifically set forth or referred to herein, nothing express or implied in this Agreement is intended to or shall be construed to confer upon or to give any person other than the Parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

14.10 ENGLISH. All correspondence of which any Party is a recipient or sender shall be in English. All documents which are issued in Korea pursuant to this Agreement shall be provided to TI in English translation.

14.11 INSURANCE. Anam shall obtain and maintain throughout the Term such kinds and amounts of insurance as are reasonable and customary in the trade, including but not limited to insurance covering product liability, theft, fire, worker's compensation, etc.

14.12 INTEGRATION. This Agreement supercedes in its entirety the Manufacturing and Purchase Agreement between the Parties dated January 1, 1998, and all previous amendments thereto. This Agreement, and the Phase 1 TAA Phase 2 TAA, and Phase 3 TAA contain the entire understanding and agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior oral and written understandings and agreements relating thereto, and may not be modified, discharged or terminated except by the written consent of the Parties. In the event of any conflict between this Agreement and either the Phase 1 TAA, the Phase 2 TAA, and the Phase 3 TAA, the terms of this Agreement shall prevail.

14.13 NOTICES. All notices, orders and other communications related to the operations and transactions contemplated by this Agreement shall be transmitted to the appropriate Party in the manner set forth in the sections governing such notices, orders or communications, or as otherwise may be agreed. Any formal communications pursuant to this Agreement, including without limitation notices under Article 13 shall be served on each Party in writing via facsimile transmission (confirmed by registered letter), registered letter, telex or prepaid cable to the following persons at the following addresses and fax numbers:

if to TI:

Mr. Kevin Ritchie
13353 TI Boulevard, M/S 344
Dallas, Texas 75243
Fax: 972 995-5086

with a copy to:

General Counsel
7839 Churchill Way M/S 3999

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Dallas, Texas 75251
Fax: 972 917-4418

if to either Anam or Amkor, both to:

Dr. Kwang O. Park
222, Dodang-dong
Wonmi-gu, Buchon
Kyunggi-do, Korea 420-130
Fax: 032 683-8104

Dr. In Kil Hwang
222, Dodang-dong
Wonmi-gu, Buchon
Kyunggi-do, Korea 420-130
Fax: 032 683-8104

and

Mr. Eric R. Larson
MK Plaza
720 Park Boulevard #230
Boise, ID 83706
Fax: 208 345-8199

with copies to:

Mr. Ki Chang Lee, Esq.
Hanol Law Offices
14th Floor, Oriental Chemical Building
50 Sokong-Dong, Chung-Ku
Seoul, Korea 100-718
Fax: 82 32 598 4888

and

Kevin Heron, Esq.
General Counsel
Amkor Technology, Inc.
1345 Enterprise Drive
West Chester, Pa 19380
Fax: 610 431-7189

Selwyn B. Goldberg, Esq.
Wilson Sonsini Goodrich & Rosati
650 Page Mill Rd.
Palo Alto, Ca 94304
Fax: 650 496-4006

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and fully performed in Texas. The United Nations Convention on the International Sales of Goods shall not apply to this Agreement or any transactions contemplated by this Agreement. Anam and Amkor hereby irrevocably consent to the jurisdiction of the courts of the State of Texas and of Federal courts of the U.S.A. located in the State of Texas.

14.15 REMEDIES. The Parties acknowledge that no specified remedies, such as liquidated damages, are provided for in this Agreement for breaches of several of the obligations hereunder, such as the minimum purchase, forecasting, manufacturing and cycle time performance obligations. The Parties agree to review each Party's historical performance hereunder from time to time during the Term and discuss the appropriateness of agreeing on specified remedies in light of such performance. The Parties contemplate that the first such review shall take place in or around October 1998. The absence of any specified remedies herein shall in no event limit either Party's rights in law or in equity for breaches by the other.

14.16 COUNTERPARTS. This Agreement may be executed in one or more counterparts, in English, each of which shall be enforceable by or against the Parties executing such counterparts, and all of which together shall constitute one instrument.

14.17 NO CONFLICTS. Each of Anam and Amkor hereby represent and warrant that the execution and performance of this Agreement and the Deferred Purchase Arrangements will not conflict with, constitute a default under or violate (i) any terms conditions or provisions of any of the organization or governance documents of either Anam or Amkor, (ii) any of the terms, conditions or provisions of any document, agreement or other instrument to which Anam and/or Amkor is a party or by which either of them are bound, (iii) any law or regulation binding upon Anam and/or Amkor, or (iv) any judgement, writ, injunction, decree order or ruling of any court or governmental authority binding on Anam and/or Amkor.

IN WITNESS WHEREOF, and intending to be legally bound hereby, TI, Anam and Amkor have caused their duly authorized representatives to execute this Agreement.

ANAM SEMICONDUCTOR, INC.

TEXAS INSTRUMENTS INCORPORATED

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMKOR TECHNOLOGY, INC.

By: _____

Name: _____

Title: _____

Date: _____

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ANNEX A

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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ANNEX B
PERCENTAGE COMPLETION TABLE EXAMPLE:

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* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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ANNEX C
C12 DEVICES

- LC541
- LC545
- LC546
- LC548
- F452654
- F452659