

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported) April 30, 2013**

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**AMKOR TECHNOLOGY, INC.**

(Exact name of registrant as specified in its charter)

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**DELAWARE**  
(State or Other Jurisdiction  
of Incorporation)

**000-29472**  
(Commission  
File Number)

**23-1722724**  
(IRS Employer  
Identification No.)

**1900 SOUTH PRICE ROAD  
CHANDLER, AZ 85286**  
(Address of Principal Executive Offices, including Zip Code)

**(480) 821-5000**  
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b), (c), (d) & (e)

On April 30, 2013, the Company's Board of Directors appointed Stephen D. Kelley, 50, to serve as President and Chief Executive Officer and as a director of the Company, effective May 8, 2013. Mr. Kelley succeeds Ken Joyce, who previously announced his intention to retire. A copy of the Company's press release announcing Mr. Kelley's appointment is attached hereto as Exhibit 99.1.

Most recently, Mr. Kelley served as Chief Executive Officer of Scio Diamond Technology Corporation until January 2013. Prior to that, Mr. Kelley served as a senior advisor to Advanced Technology Investment Company, the Abu Dhabi sponsored investment company in the high technology sector that owns GLOBALFOUNDRIES, until December 2012, and as Executive Vice President and Chief Operating Officer of Cree, Inc., a manufacturer of silicon carbide based semiconductors, from 2008 to 2011. Mr. Kelley also served as Vice President/General Manager - Display, Standard Logic, Linear and Military Businesses at Texas Instruments, Inc., from 2003 to 2008, in various positions with Philips Semiconductors from 1993 to 2003 including Senior Vice President and General Manager and in various positions with National Semiconductor Corporation and Motorola Semiconductor. Mr. Kelley holds a B.S. in Chemical Engineering from Massachusetts Institute of Technology and a J.D. from Santa Clara University. The foregoing experience and background are among the key attributes which qualify Mr. Kelley to serve as a director.

There are no arrangements or understandings between Mr. Kelley and any other persons pursuant to which he was selected as an officer or director, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K. There are no family relationships between Mr. Kelley and any other director or executive officer of the Company.

The Company entered into an employment offer letter dated April 30, 2013 (the "Agreement") with Mr. Kelley. The Agreement has no specified term, and Mr. Kelley's employment with the Company will be on an at-will basis. The material terms of the Agreement are summarized below.

*Base Salary and Bonus.* Mr. Kelley's starting annual base salary will be \$650,000, pro-rated from his start date. Effective January 1, 2014, his base salary will be increased to \$700,000. Thereafter, his base salary will be subject to review by the Board of Directors. Under the Company's Executive Incentive Bonus Plan, Mr. Kelley will be eligible for a cash bonus for 2013 with a target amount equal to 135% of his base salary (pro-rated based on his start date) and for a cash bonus for 2014 with a target amount equal to 100% of his then current base salary.

*Equity Awards (Vesting Over Four Years).* Mr. Kelley will receive the following equity awards under the Company's Amended and Restated 2007 Equity Incentive Plan: (i) an option to purchase 750,000 shares of the Company's common stock at a purchase price per share equal to the fair market value of such shares on the grant date, and (ii) 750,000 time-based restricted shares of the Company's common stock. The option and restricted stock awards will vest 25% on the first anniversary of the grant date and in equal quarterly installments thereafter. In addition, each award will vest in full upon his death or the termination of his employment by the Company due to his disability. In the event of a Change in Control (as defined in the Plan), each award will be treated as the plan administrator determines in accordance with the Plan. If the successor or acquiring company does not assume or provide a substitute for the awards, the awards will fully vest in connection with such Change in Control.

*Severance Terms.* Upon termination of Mr. Kelley's employment by the Company without "cause" or by Mr. Kelley for "good reason," he will be entitled to continuation of his then-current base salary for a 12 month period; a pro-rata bonus for the year of termination determined based on the actual bonus, if any, he would have been paid for such year absent such termination; payment of health insurance premiums for up to 12 months; and payment of outplacement services for up to six months.

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*Other Benefits.* Mr. Kelley will be eligible for relocation benefits, and to participate in the Company's employee benefit plans and programs on the same terms and conditions as apply to the Company's executive officers generally, as in effect from time to time.

The foregoing description of the Agreement is qualified in its entirety by reference to the full text of the Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein. The Company also intends to enter into its standard form indemnification agreement with Mr. Kelley, which is filed as Exhibit 10.1 to the Company's Registration Statement on Form S-1 filed on October 6, 1997, as amended on March 31, 1998 (File No. 333-37235).

Effective May 8, 2013, Ken Joyce is retiring from the Company and will no longer serve as President and Chief Executive Officer or as a director of the Company.

**ITEM 8.01 Other Events.**

A copy of the Company's press release dated April 30, 2013 announcing the events described under Item 5.02 above is included in this filing as Exhibit 99.1.

**ITEM 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.1	Employment Offer Letter, dated April 30, 2013, between Amkor Technology, Inc. and Stephen D. Kelley.
99.1	Press release issued by Amkor Technology, Inc., dated April 30, 2013.

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 3, 2013

Amkor Technology, Inc.

/s/ Gil C. Tily

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Gil C. Tily

*Executive Vice President*

*Chief Administrative Officer and General Counsel*

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## Index to Exhibits

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99.1	Press release issued by Amkor Technology, Inc., dated April 30, 2013.



April 30, 2013

Stephen D. Kelley  
7248 Ryehill Drive  
Cary, North Carolina 27519

Dear Steve:

On behalf of Amkor Technology, Inc. ("Amkor"), I am very pleased to extend to you our offer of employment on the following terms:

**Position:** You will serve as President and Chief Executive Officer of Amkor. Your expected starting date of employment is May 8, 2013. You will report directly to Amkor's Board of Directors (the "Board"). You will have such authority, duties and responsibilities as are customarily associated with the positions of President and Chief Executive Officer. Your principal place of employment will be at our offices in Chandler, Arizona, subject to such travel as may be required in the performance of your duties and responsibilities.

During your employment with Amkor, you agree to devote your full business time and best efforts to the performance of your duties and responsibilities. You further agree that, subject to the approval of the Board, you shall be appointed to or stand for election to the Board and, if so appointed or elected, serve as a member thereof for no additional compensation. You further agree that if your employment with Amkor is terminated for any reason, you shall immediately resign from the Board and all committees thereof, with this letter constituting notice of such resignation.

**Base Salary and Bonus Opportunity:** Your starting annual base salary ("Base Salary") will be \$650,000, pro-rated from your start date, and will be paid to you in accordance with Amkor's normal payroll practices. Effective January 1, 2014, your Base Salary will be increased to \$700,000. Thereafter, your Base Salary shall be subject to review by the Board on at least an annual basis and may be adjusted by the Board in its sole discretion. Subject to the terms and conditions of Amkor's Executive Incentive Bonus Plan, you will be eligible for a cash bonus for 2013 with a target amount equal to 135% of your Base Salary (pro-rated based on your start date) and you will be eligible for a cash bonus for 2014 with a target amount equal to 100% of your then current Base Salary. Your target cash bonus opportunity for subsequent years shall be determined by the Board in its sole discretion.

**Equity Awards:** Upon commencement of your employment and subject to the terms and conditions of the Amkor 2007 Equity Incentive Plan (the "Plan") and the applicable award agreements, Amkor will grant you 750,000 time-based restricted shares of Amkor common stock and an option to purchase an additional 750,000 shares of Amkor common stock at a purchase price per share equal to the fair market value of such shares on the grant date. Your restricted stock and option awards shall vest 25% on the first anniversary of the grant date and in equal quarterly installments thereafter, such that 100% of each award shall be vested as of the fourth anniversary of the grant date. In addition, each award shall vest in full upon your death or the termination of your employment by the Company due to your disability. In the event of a Change in Control (as defined in the Plan), each award will be treated as the plan administrator determines in accordance with the Plan, including, without limitation, assumption or grant of a substitute award by the successor or acquiring company. If the successor or acquiring company does not assume or provide a substitute for the awards, the awards will fully vest in connection with such Change in Control.

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**Benefit Plans:** You will be eligible to participate in Amkor's employee benefit plans and programs on the same terms and conditions as apply to Amkor's executive officers generally, as in effect from time to time. Schedule A contains a list of the employee benefit plans and programs currently maintained by Amkor. Amkor reserves the right to amend or terminate any such plan or program at any time.

**Relocation Benefits:** You will be eligible for our Relocation Assistance Program as set forth on Schedule B. In addition, if during your employment you sell your home in Cary, North Carolina for a sale price that is less than \$902,500, Amkor will pay you an amount equal to the difference between \$902,500 and the actual sale price for such property. Should you voluntarily resign from Amkor or be terminated for Cause (as defined below) prior to the completion of one year of employment, you will be responsible for promptly reimbursing Amkor for any such payment, calculated pro rata based on the actual number of days of employment with the company during such year. We reserve the right to deduct any such payment from any and all outstanding payments due you.

**Termination and Severance:** Your employment with Amkor is at-will, meaning that both you and Amkor may terminate your employment at any time and for any reason. Upon termination of your employment for any reason, you shall be entitled to payment of the following items: (i) unpaid Base Salary earned prior to your termination date; (ii) unused vacation time accrued prior to your termination date; and (iii) vested benefits earned under any employee benefit plan or program, in accordance with the terms and conditions thereof. In addition, if your employment is terminated by Amkor without Cause (other than due to your death or disability) or by you for Good Reason (as defined below), then, subject to your execution and non-revocation of a general release of claims in favor of Amkor and its affiliates within 60 days following your termination date and your continued compliance with the Restrictive Covenant Agreement set forth on Schedule C and the Confidentiality, Intellectual Property, and Insider Information Obligations agreement set forth on Schedule D, you shall be entitled to the following payments and benefits: (i) continuation of your then-current Base Salary for a 12 month period, payable in accordance with Amkor's normal payroll practices beginning with the first payroll period after the release becomes effective or such later date as may be required to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) a pro-rata bonus for the year of termination determined based on the actual bonus, if any, you would have been paid for such year absent such termination, payable on the latest of (A) the date on which Amkor pays bonuses for such year generally, (B) the date on which the release becomes effective and (C) such later date as may be required to comply with Code Section 409A; (iii) payment of the applicable premiums if you or any of your eligible dependents elect continued coverage under Amkor's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") for the 12 month period beginning on your termination date or, if shorter, the maximum period permitted under COBRA; and (d) payment of the actual cost of outplacement services used by you for a period of 6 months following your termination date.

**Definitions:** For purposes of this letter, "Cause" means (i) indictment, conviction of, or the entry of a plea of guilty or no contest to, (A) a felony or (B) any crime involving moral turpitude or dishonesty, (ii) any intentional action or an act of fraud, dishonesty, or theft affecting the property, reputation, or business of Amkor or its affiliates, (iii) willful and persistent neglect of your duties and responsibilities, (iv) failure or refusal to carry out the lawful directives of the Board, (v) diverting any business opportunity of Amkor or its affiliates for your own personal gain, (vi) misrepresentation of a significant fact on your employment application and/or resume, or (vii) misuse of alcohol or drugs affecting your work performance. For purposes of this letter, "Good Reason" means (i) a change in your title as President and CEO or a material reduction in your authority, duties or responsibilities; (ii) a material reduction in your base salary or bonus opportunity (other than as described in paragraph 2 above or a reduction that is imposed proportionately on substantially all executive officers); or (iii) Amkor requires you to report to anyone other than Amkor's then current Board of Directors.

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**Immigration:** In accordance with the Immigration Reform & Control Act of 1986, you will be required to provide documents that establish your identity and employment eligibility to work in the United States within three business days of your date of hire.

**Section 409A:** This letter is intended to comply with Code Section 409A (to the extent applicable) and the parties hereto agree to interpret, apply and administer this letter in the least restrictive manner necessary to comply therewith and without resulting in any increase in the amounts owed hereunder by Amkor. Notwithstanding any other provision of this letter to the contrary, if you are a “specified employee” within the meaning of Code Section 409A, and a payment or benefit provided for in this letter would be subject to additional tax under Code Section 409A if such payment or benefit is paid within six months after your “separation from service” (within the meaning of Code Section 409A), then such payment or benefit required under this letter shall not be paid (or commence) during the six-month period immediately following your separation from service except as provided in the immediately following sentence. In such an event, any payments or benefits that would otherwise have been made or provided during such six-month period and which would have incurred such additional tax under Code Section 409A shall instead be paid to you in a lump-sum cash payment on the earlier of (i) the first regular payroll date of the seventh month following your separation from service or (ii) the 10th business day following your death. Notwithstanding anything herein to the contrary, neither Amkor nor any of its affiliates shall have any liability to you or to any other person if the payments and benefits provided in this letter that are intended to be exempt from or compliant with Code Section 409A are not so exempt or compliant. Your right to receive installment payments hereunder shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment shall at all times be considered a separate and distinct payment for purposes of Code Section 409A.

**Confidentiality and Restrictive Covenants:** In consideration for your employment by Amkor, you agree to become a party to the Restrictive Covenant Agreement set forth on Schedule C and the Confidentiality, Intellectual Property and Insider Information Obligations agreement (the “Confidentiality Agreement”) set forth on Schedule D as of your start date. You represent and warrant that you are not subject to any non-compete, non-disclosure, or similar agreement or restrictive covenant that would prevent you from accepting this position or that would materially impair your ability to perform the duties of this position. You also acknowledge that (i) your work for Amkor will give you access to confidential affairs and propriety information of Amkor and its affiliates; (ii) the restrictive covenants contained in the Restrictive Covenant Agreement and the Confidentiality Agreement are essential to the business and goodwill of Amkor and its affiliates; and (iii) Amkor would not have made you this offer of employment but for your agreement to become party to the Restrictive Covenant Agreement and the Confidentiality Agreement.

**Ethical Standards:** You will be expected to observe the highest standards of ethical, personal, and professional conduct and to comply with Amkor’s policies, including its Code of Business Conduct, a copy of which has been provided to you.

**Additional Terms:** The terms of your employment may in the future be amended, but only by a writing which is signed by both you and, on behalf of Amkor, a duly authorized officer. This letter constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this letter. If any portion or provision of this letter shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this letter, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this letter shall be valid and enforceable to the fullest extent permitted by law. This letter may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together, when delivered, will constitute one and the same instrument.



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**Governing Law:** This letter, including the schedules attached hereto, shall be governed in accordance with the laws of the State of Arizona, without regard to the principles of conflicts of laws thereof. Any legal proceeding arising out of or relating to your employment will be instituted in federal court in the State of Arizona (or, if such proceeding may not be brought in federal court, in the state courts located in Phoenix, Arizona), and you and Amkor hereby consent to the personal and exclusive jurisdiction of such court(s) and hereby waive any objection(s) you or it may have to personal jurisdiction, the laying of venue of any such proceeding and any claim or defense of inconvenient forum.

If these employment terms are satisfactory to you, please indicate your acceptance by signing below and returning one copy of the signed offer letter to me. This offer will expire unless accepted in writing on or before May 1, 2013. Steve, we look forward to your joining the Amkor organization and are confident you will be a strong leader of the Company.

Sincerely,

/s/ Gil C. Tily

Gil C. Tily

Executive Vice President, Chief Administrative Officer  
and General Counsel

Accepted: /s/ Stephen D. Kelley

Stephen D. Kelley

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**Schedule A**

**Employee Benefit Plans and Programs**

A brief summary of Amkor employee benefit plans and programs includes:

- Paid time off based on Amkor's PTO accrual policy—your initial vacation accrual will be set at 160 hours (4 weeks).
- Paid holidays
- Medical, dental and vision insurance coverage. Choices of plans are based on work location.
- Basic life insurance and disability protection.
- Supplemental life insurance
- Travel accident insurance
- Flexible spending accounts for medical costs
- Tuition reimbursement program
- 401(k) Plan for retirement savings. You may enroll and transfer funds from a prior qualified account immediately. You will be eligible for the company match as of the monthly enrollment date following one year of service.

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**Schedule B**

**Summary of Relocation Assistance Program**

We are pleased to offer you relocation assistance, which includes the necessary and reasonable expenses for the following:

- Packing and moving of household goods and personal effects from the old residence to the new residence (not more than one pick-up), the costs of transportation to the new residence from the former residence, and in-transit storage and insurance. Temporary storage of household goods for up to 60 days.
- Movement of two vehicles to the new location at a reasonable cost (which may be moved separately).
- Temporary living for you in a furnished apartment in Phoenix, Arizona until July 2014, if necessary. Expenses of a personal nature (entertainment, meals, phone, etc.) are not covered. We will also provide reasonable transportation during your assignment in the form of a rental car which will include all necessary insurance and maintenance.
- During the period of temporary living, air travel expenses for you and/or members of your immediate family for reasonable travel to and from your current home.
- Travel from the old to the new place of residence. Includes transportation, meals and lodging (en route and on the arrival day). You need not travel together at the same time. If a personal vehicle is used to the new residence, reimbursement will be made at our then standard rate of reimbursement per mile or at the actual expenses incurred for gas and oil.
- The company will pay for one house-hunting trip for you and your spouse not to exceed five days. Reasonable expenses will be reimbursed per our standard policy.
- You are entitled to a fixed payment of \$5,000.00 for incidental costs. This will be paid upon submission of an approved relocation expense report.
- Amkor will pay the cost associated with the sale of your existing residence to include the following:
  - Real Estate commission at prevailing rates in the area, but not to exceed 6%
  - Title insurance (if applicable)
  - Attorney fees when required by lender or dictated by local practice
  - Deed preparation
  - Revenue stamps
  - Survey
  - Transfer taxes (state, county and local)
  - Inspection fees (building, termite, radon, etc.)
- Amkor will also pay for the cost associated with the purchase of your new residence to include the following:
  - Title examination, insurance, search
  - Credit report
  - Appraisal, closing escrow, forwarding, loan application recording, conveyance and tax service fees

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- Survey (if required of the buyer)
  - Attorney fees when required by lender or dictated by local practice
  - Notary fees

Expenses that are not reimbursed include, but are not limited to, warranties or service contracts, discount points or fees, fix up expenses, appraisal fees and any buyer costs or negotiated allowances.

Amkor will reflect relocation fringe benefits on your W-2 as required by the IRS. At year end, the company will “gross up” the cumulative moving expenses that it determines are not deductible by 46.65% and will make an additional Federal withholding tax payment to the IRS equal to that amount. The tax “gross up” amount will be reported on the W-2 as part of gross wages.

Should you voluntarily resign from Amkor prior to the completion of one year of employment service, you will be responsible for all relocation related costs paid by the company through that date. We reserve the right to deduct such costs and amounts from any and all outstanding payments due you.

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**Schedule C**

**Restrictive Covenant Agreement**

As a condition of you becoming employed (or your employment being continued) by Amkor Technology, Inc. or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, "Amkor"), you hereby agree to the following:

**1. Non-Competition.** During your employment by Amkor and for 12 months thereafter (the "Restriction Period"), you shall not, without the prior written consent of Amkor, engage in or carry on, directly or indirectly, whether as an advisor, principal, agent, partner, officer, director, employee, stockholder, associate or consultant to any person, partnership, corporation or any other business entity, the business of outsourced semiconductor packaging and test services; provided that ownership by you of Amkor securities or of less than a five percent equity interest in a publicly held company shall not be a breach of this paragraph.

**2. Non-Solicitation.** During the Restriction Period, you shall not, without the express prior written consent of Amkor, directly or indirectly, for yourself or on behalf of any other person or entity, (i) solicit or encourage any customer, vendor, client or prospective customer, vendor or client (or anyone who was a customer, vendor or client during the Restriction Period) to cease any relationship with Amkor or its affiliates or (ii) solicit or encourage any employee or consultant of Amkor or its affiliates (or anyone who was an employee or consultant of Amkor or its affiliates during the Restriction Period) to leave the employment of or cease to perform services for Amkor or its affiliates; provided that this paragraph shall not prohibit any general public advertisement or general solicitation for personnel not specifically directed at any employee or consultant of Amkor or its affiliates.

**3. Non-Disparagement.** During your employment by Amkor and at all times thereafter, you shall not publish or otherwise transmit any disparaging, derogatory or defamatory remarks, comments or statements, whether written or oral, regarding Amkor, its affiliates or their respective officers, directors, employees, consultants, reputations, products, operations, procedures, policies or services, which are reasonably likely to (i) damage materially the reputation of Amkor or its affiliates or (ii) interfere materially with the contracts or business relationships of Amkor or its affiliates. This paragraph shall not restrict or prevent you from providing truthful testimony as required by court order or other legal process.

**4. Substitution.** If a court holds that the duration, scope, area or other restrictions stated herein are unreasonable under circumstances then existing, you and Amkor agree that the maximum duration, scope, area or other restrictions reasonable under such circumstances will be substituted for the stated duration, scope, area or other restrictions.

**5. Enforcement.** You agree that in the event of your breach or threatened breach of any provision of this Schedule, Amkor, in addition to any other legal remedies which may be available to it, shall be entitled to appropriate injunctive relief and/or specific performance in order to enforce or prevent any violations of such provisions.

**6. Governing Law; Exclusive Jurisdiction.** This Restrictive Covenant Agreement shall be governed in accordance with the laws of the State of Arizona, without regard to the principles of conflicts of laws thereof. Any legal proceeding arising out of or relating to this Restrictive Covenant Agreement will be instituted in federal court in the State of Arizona (or, if such proceeding may not be brought in federal court, in the state courts located in Phoenix, Arizona), and you and Amkor hereby consent to the personal and exclusive jurisdiction of such court(s) and hereby waive any objection(s) you or it may have to personal jurisdiction, the laying of venue of any such proceeding and any claim or defense of inconvenient forum.

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**ACKNOWLEDGED AND ACCEPTED:**

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**Stephen D. Kelley**

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**Date**

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**Schedule D**

**Amkor Technology, Inc.**  
**Confidentiality, Intellectual Property, and Insider Information Obligations**

As a condition of you becoming employed (or your employment being continued) by Amkor Technology, Inc. or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, "Amkor"), you hereby agree to the following:

1. **Prior Employment.** You confirm that you are under no restrictions including, without limitation, non-compete agreements or non-disclosure agreements which would restrict your ability to fully comply with your employment obligations with Amkor, or to comply with the confidentiality and intellectual property obligations set forth below.

Under the Uniform Trade Secrets Act (UTSA), you are prohibited from knowingly disclosing confidential information from your former employer to whom you owe continuing obligations of confidentiality ("Former Employer Confidential Information"). Tangible items containing Former Employer Confidential Information, including without limitation documents, files, computer discs and other physical or electronic items, which contain Former Employer Confidential Information, may not be brought to any Amkor site.

2. **Confidential Information.** You must maintain in strict confidence, during and after your employment with Amkor, any Amkor trade secrets, except as required in the conduct of Amkor's business or as authorized in writing on behalf of Amkor, unless and until the same shall have become generally known. This information includes without limitation, the following: all Amkor trade secrets, confidential reports and communications; customer and prospect lists; the identity or details of Amkor's suppliers, licensors, licensees, distributors and consultants; information concerning Amkor employees; Amkor financial information; non-public details of any Amkor agreements; pending or unannounced deals, agreements, disputes, litigation, settlements, or investigations; production processes; bills of materials; non-public product roadmaps; marketing techniques; purchasing information; price lists; quotation procedures; pending bids; customer information and data; installation and training techniques; maintenance procedures; business methods; concepts; ideas; inventions including the results of research and development activities; processes, formulas; techniques; know-how; designs; drawings; specifications; blueprints; patent disclosures; pending patent applications, including information that you created during your employment with Amkor (whether or not during working hours) and any confidential information and materials that Amkor obtains from third parties pursuant to a non-disclosure agreement. To not remove from Amkor's premises or retain without Amkor's express written consent any property belonging to Amkor including, but not limited to, figures, calculations, letters, papers, drawings, blueprints or copies thereof, or any trade secret or financial information of any type except in the conduct of Amkor business. You further agree not to remove from Amkor's premises or retain without Amkor's express written consent any Amkor property or trade secrets, except as required in the conduct of Amkor business.

Upon termination of your employment with Amkor, whether voluntary or involuntary, you agree not to retain any tangible items (including without limitation, any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by you during your employment with Amkor or otherwise containing Amkor Confidential Information or belonging to Amkor) and to promptly return to Amkor any such items in your possession on or before your date of termination.

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3. **Ownership and Assignment of Intellectual Property.**

**Prior Inventions.** You have attached hereto, as Exhibit A, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by you prior to the commencement of your employment with Amkor (collectively, "Prior Inventions"), which belong solely to you or belong to you jointly with another party, which relate in any way to any of Amkor's proposed businesses, products or research and development, and which are not assigned to Amkor hereunder; or, if no such list is attached, you represent that there are no such Prior Inventions. If, in the course of your employment with Amkor, you incorporate into a Amkor product, process or machine a Prior Invention owned by you or in which you have an interest, then you hereby grant to Amkor and its affiliates a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell, offer to sell, import, and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

**Work Product and Related Intellectual Property.** You agree and acknowledge that all intellectual property and work product developed during your employment with Amkor is the exclusive property of Amkor. This includes, without limitation, confidential or proprietary information, trade secrets, software, inventions, processes, copyrightable materials, patent disclosures, patent applications, issued patents and any counterparts, divisional patents and any and all foreign counterparts and all work product which you conceived, created, developed or participated in the development of while employed by Amkor. You agree to promptly disclose to Amkor any such foregoing intellectual property, and further agree that this disclosure obligation commences upon the date of employment.

**Assignment of Rights.** You agree that you will promptly make full written disclosure to Amkor, will hold in trust for the sole right and benefit of Amkor, and hereby assign to Amkor all my right, title and interest throughout the world in and to any and all intellectual property including, without limitation, inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright, patent, or similar laws, which you may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of your employment with Amkor (collectively, "Developments"). You hereby further acknowledge that all Developments which you make (solely or jointly with others) within the scope of and during the period of your employment with Amkor are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by your salary, and you hereby assign to Amkor all your rights related to such Developments including, without limitation, the rights to recover and pursue damages and/or injunctive relief for past, present, and future claims related to the Developments.

**Perfection of Rights.** You agree to assist Amkor at its expense, in every proper way to secure Amkor's rights in the Developments and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Amkor or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which Amkor shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to Amkor and any successors, assigns and nominees the sole and exclusive rights, title and interest in and to all such Developments, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. You further agree that your obligation to execute or cause to be executed, when it is in your power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world.



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**Maintenance of Records.** You agree to keep and maintain adequate and current written records of all Developments you make (solely or jointly with others) during the term of your employment with Amkor. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of Amkor at all times. You agree to return all such records (including all copies thereof) to Amkor at the time of termination of your employment with Amkor as provided for in Section 2 above.

**Remedies.** You agree that Amkor will suffer irrevocable harm if you breach your obligations listed in this agreement, and that monetary damage may not be adequate to compensate Amkor for such breach. If you breach or attempt to breach any of the provisions in this agreement, you agree that without limiting any other remedies under law or equity, Amkor is entitled to an immediate temporary restraining order without notice to you, a preliminary injunction and permanent injunction to prevent or restrain any breach or attempted breach of any provision herein, and reimbursement of all costs (including reasonable attorney's fees) incurred in connection with such injunctive relief.

4. **Insider Information.** Any person who possesses material non-public information regarding Amkor is considered to be an Insider, pursuant to securities laws, for as long as the information is treated as confidential by Amkor. Any employee who becomes an Insider at any point in time is subject to Amkor's Insider Trading Policy.

As an Insider, if you become aware of material (as defined below and in the Insider Trading Policy) in non-public information relating to Amkor, you will neither participate in any direct or indirect trade in Amkor stock or directly or indirectly disclose such material non-public information to any third party, even other Amkor employees who do not have a need to know. Any information, positive or negative, that might be of significance to an investor as an element in determining whether to purchase, sell, or hold Amkor stock would be material.

You will not discuss confidential information, trade secrets or Amkor's intellectual property with third party, except as required in the performance of your employment duties, and where appropriate, solely pursuant to a non-disclosure agreement between Amkor and the third party. Questions regarding employee responsibilities under this agreement should be immediately directed to Human Resources or the General Counsel. Amkor expects strict compliance with these procedures by all personnel at every level. Failure of compliance may result in serious legal actions to minimize or address actual or potential repercussions for Amkor.

#### ACKNOWLEDGED AND ACCEPTED

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Name (Please Print)

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Date

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Signature

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**Exhibit A**

**Prior Inventions**



News Release

**Amkor Technology Appoints Steve Kelley President and CEO**

**CHANDLER, Ariz. – April 30, 2013** - Amkor Technology, Inc. (NASDAQ: AMKR) today announced that Stephen D. Kelley has been appointed to serve as President and Chief Executive Officer and as a director of the Company, effective May 8, 2013. Mr. Kelley succeeds Ken Joyce, who previously announced his intention to retire. Mr. Kelley's appointment follows a comprehensive, six month search process conducted by the Board of Directors with the professional assistance of a global executive recruiting firm.

"We have been investing significant resources in the key packaging and test technologies that support the rapidly growing market for smartphones and tablets, and today we are well-positioned to take advantage of significant growth opportunities in mobile communications and our other end markets," said James J. Kim, Amkor's executive chairman of the board of directors. "Steve Kelley has a wealth of experience helping major global semiconductor companies grow revenues and increase profitability. With his strong record of success, deep customer knowledge and great drive, Steve is the ideal CEO to lead Amkor."

Most recently, Mr. Kelley served as Chief Executive Officer of Scio Diamond Technology Corporation, an industrial diamond technology company, and as a senior advisor to Advanced Technology Investment Company, the Abu Dhabi-sponsored investment company that owns GLOBALFOUNDRIES, a full service semiconductor foundry. Mr. Kelley, 50, has more than 25 years of experience in the global semiconductor industry, including as Executive Vice President and Chief Operating Officer of Cree, Inc. from 2008 to 2011, as Vice President/General Manager - Display, Standard Logic, Linear and Military Businesses at Texas Instruments, Inc. from 2003 to 2008, in various positions with Philips Semiconductors from 1993 to 2003 including Senior Vice President and General Manager, and in various positions with National Semiconductor Corporation and Motorola Semiconductor. Mr. Kelley holds a B.S. in Chemical Engineering from Massachusetts Institute of Technology and a J.D. from Santa Clara University.

"I'm very excited to join the Amkor team," said Mr. Kelley. "Throughout its history, Amkor has been a pioneer and technology leader, and I look forward to the opportunity to build on that success."

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Mr. Kim also commented on the retirement of Mr. Joyce, “Ken has had a remarkable career, including over 15 years of service to Amkor. Today Amkor is well-positioned for success with industry-leading technology in our key end markets, and the entire Board of Directors joins me in thanking Ken for helping to lead us here. We are fortunate that Ken has agreed to be available to work with Steve over the coming months to ensure a smooth transition.”

**About Amkor**

Amkor is a leading provider of semiconductor packaging and test services to semiconductor companies and electronics OEMs. More information about Amkor is available from the company’s filings with the Securities and Exchange Commission and at Amkor’s website: [www.amkor.com](http://www.amkor.com).

**Forward-Looking Statement Disclaimer**

This announcement contains forward-looking statements within the meaning of federal securities laws. All statements other than statements of historical fact are considered forward-looking statements including, without limitation, statements regarding the growth of smartphones and tablets, Amkor’s investments, growth opportunities in mobile communications and other markets, and future success. These forward-looking statements involve a number of risks, uncertainties, assumptions and other factors that could affect future results and cause actual results and events to differ materially from historical and expected results and those expressed or implied in the forward-looking statements. Important risk factors that could affect the outcome of the events set forth in these statements are discussed in Amkor’s Annual Report on Form 10-K for the year ended December 31, 2012, and in its subsequent filings with the Securities and Exchange Commission made prior to or after the date hereof. Amkor undertakes no obligation to review or update any forward-looking statements to reflect events or circumstances occurring after the date of this announcement.

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