

## Acknowledgement of Confidentiality

I \_\_\_\_\_ hereby acknowledge and understand that in the course of my duties as a supplier/ consultant to KLA ("**Service Provider**"), I may receive or otherwise acquire knowledge of Confidential Information.

**"Confidential Information"** means all information relating to any discussions or agreement between the Service Provider and KLA, or other information disclosed or otherwise acquired by the Service Provider or KLA under the Agreement, which is in a tangible, oral or visible form.

Confidential Information does not include information which:

- i. is lawfully in the public domain at the time of disclosure or subsequently becomes lawfully part of the public domain; or
- ii. becomes available to the receiving Party from a source other than the disclosing Party; or
- iii. is disclosed pursuant to a requirement or request by operation of law, regulation, court order or as a consequence of any judicial proceedings to which a Party is a party;

The onus to establish whether the Confidential Information falls within these exclusions shall rest on the receiving Party.

I hereby agree that:

1. I will use the Confidential Information only in completion of my duties and for no other purpose. Under no circumstances will I use my position to obtain, gather, or copy any Confidential Information which is not needed in the normal course of my duties.
2. I shall protect the Confidential Information in the manner, and with the endeavour of a reasonable person protecting their own Confidential Information.
3. Under no circumstances will I release, provide, communicate, disclose or publish any such Confidential Information, to any person who is not specifically authorized by KLA to receive it.
4. I will restrict distribution of the Confidential Information within my organization or company to only those for whom the use of such information is authorized by KLA, and then only on a 'need to know' basis. When distributing any Confidential Information to an authorized recipient, I will advise of the secret and confidential nature thereof;

The disclosure or knowledge of the Confidential Information does not confer on me any rights of whatever nature in that Confidential Information.

The obligations of confidentiality herein shall be without limitation in time.

I understand and agree that if I violate this Confidentiality Acknowledgement, that I may be subject to criminal prosecution under applicable law.

SIGNED at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

_____	_____
Name	Title

\_\_\_\_\_  
Signature