

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (this “**Agreement**”) is made and entered into as of January 9th, 2009 by and between (i) \_\_\_\_\_ (the “**Recipient**”); and (ii) ASAT Holdings Limited, a Cayman Islands corporation (the “**Company**”).

### **WHEREAS:**

- (A) The Recipient is a holder of the 9.25% Senior Notes due 2011 (“**Notes**”) issued by the Company.
- (B) The Company wishes to commence discussions with, inter alios, the Recipient, regarding a proposal it wishes to make to implement a financial restructuring of, inter alia, the indebtedness represented by the Notes (the “**Proposal**”).
- (C) As part of those discussions, the Company will necessarily provide the Recipient with certain confidential and proprietary information (including, without limitation, financial information which may not, at the time of its provision, be available to the public).
- (D) The parties have therefore agreed to deal with such confidential and proprietary information on the terms and conditions set out below.

**NOW THEREFORE** the parties agree as follows:

1. Subject always to the exceptions described elsewhere in this Agreement, the expression “**Confidential Information**” shall mean any information or materials which:
  - (a) may from time to time hereafter be disclosed by the Company to the Recipient for the sole purpose of the Recipient’s:
    - (i) evaluation, negotiation, documentation and implementation of the matters contemplated in the Proposal; and/or
    - (ii) evaluation of its options with respect to the Notes owned by the Recipient; (together the “**Permitted Purpose**”); and
  - (b) constitutes financial, technological and business information of the Company (including, without limitation, information on the design, development, know-how, patents, other intellectual property, formulae, manufacturing and marketing information of the Company’s products, services, or operations);whether such information or materials is in oral, written, pictorial, magnetic, or graphic form or is maintained or transferred in any other media.
2. Notwithstanding any provision in this Agreement to contrary effect, the expression “**Confidential Information**” shall not include any information which:

- (a) at the time of its disclosure or thereafter is or was generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in breach of this Agreement;
  - (b) was or becomes available to the Recipient, on a non-confidential basis, from a source other than the Company;
  - (c) has been independently acquired or developed by the Recipient without breaching this Agreement; or
  - (d) is or was lawfully in the possession of the Recipient prior to disclosure by the Company.
3. Subject to the provisions of Clauses 4, 5 and 7 below, the Recipient agrees to hold in confidence and not to reveal, report, publish, disclose or transfer, directly or indirectly, any of the Confidential Information to any third party or use any of the Confidential Information for any purpose at any time other than the Permitted Purpose. All Confidential Information shall remain the sole property of the Company.
4. Except with the prior written agreement of the Company, neither the Recipient nor any of its Representatives shall reveal to any third party any Confidential Information unless:
- (a) in the reasonable opinion of the Recipient's legal advisers, disclosure is required to be made by applicable law or order of a court of competent jurisdiction or a recognised stock exchange or government department or agency; or
  - (b) disclosure is required to be made by the Recipient or any of its Representatives pursuant to due legal process;

provided that prior to any such disclosure being made, the Recipient shall, to the extent legally permissible, promptly notify and consult with the Company as to the proposed form, nature and purpose of the disclosure and shall give the Company all reasonable assistance in connection with any legally available steps which the Company may take to resist or narrow such disclosure requirements.

5. The Recipient shall be responsible for procuring the compliance of its directors, officers, subsidiaries, affiliates, consultants and employees and representatives (its "**Representatives**") with the terms of this Agreement as if they were subject to the same obligations as the Recipient, and any action by any such Representative will be treated as the Recipient's actions for the purposes of this Agreement. The Recipient may disclose the Confidential Information to those of its Representatives who are bound by confidentiality obligations that are at least as restrictive as the terms of this Agreement and need to have knowledge of the Confidential Information in connection with the Permitted Purpose and will ensure that each of its Representatives is informed of the confidential nature of the Confidential Information. Any disclosure of Confidential Information shall not be deemed to grant a license or right to the Recipient to use Confidential Information for any purpose other than as the Permitted Purpose.

6. The Recipient acknowledges and agrees that, in the event it fails to comply with its obligations hereunder, monetary damages may be inadequate to compensate the Company. Accordingly, the Recipient agrees that the Company shall, in addition to any other remedies available to it at law or in equity for breach of this Agreement, be entitled to seek injunctive relief in respect of the same.
7. The Recipient shall promptly on receipt of the Company's request:
  - (a) destroy, and direct its Representatives to destroy, all Confidential Information in its (or its Representative's) possession or control and any and all copies thereof and all notes, memoranda and other materials prepared by it or its Representatives which reflect, interpret, evaluate, include or are derived from any Confidential Information;
  - (b) expunge all Confidential Information from any computer, word processor or similar device into which it was loaded or programmed by the Recipient or on its behalf or by any of its Representatives; and
  - (c) certify the completion of (a) to (b) above.

save in any case to the extent that the Recipient or any of its Representatives is required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body.

As used in this Agreement, the expression "**expunge**" shall mean a computer user's (and other electronic media user, if applicable) use of his or her "delete" key to remove Confidential Information from his or her electronic inbox, folders or files of his or her personal computer or workstation, any shared drives, local area network or wide area network to which he or she has access, and any functionally similar media on which any Confidential Information is stored electronically.

The expression "**expunge**" shall not require a computer user (or other electronic media user, if applicable) to remove all traces and signatures of Confidential Information from backup files, hard drives, servers or other hardware or media which might electronically capture all or any portion of the Confidential Information in the ordinary course of the operation of the computer system of such user.

8. The Recipient acknowledges that the Company is a publicly traded company and that certain of the Confidential Information may constitute material non-public information. The Recipient acknowledges that it is aware of the applicable requirements of the federal securities laws relating to material non-public information and trading in securities of the Company.
9. This Agreement shall be binding upon and inure to the benefit of the parties, their subsidiaries, and their respective successors. No assignment or modification of this Agreement may be made by any party without the prior written consent of the other party, which consent may be granted or denied in such other party's sole discretion. This Agreement shall not create any obligation on any party hereof to enter into any agreement between the Company and the Recipient or any other agreement or to negotiate or discuss any of the foregoing.

10. This Agreement and the obligations contained herein shall terminate and cease to be of legal effect upon the date falling 12 months from the date of this Agreement.
11.
  - (a) The obligations of the parties under this Agreement shall be governed and construed by the laws of the State of New York without giving effect to the conflict of laws principles thereof.
  - (b) The competent courts of the State of New York shall have exclusive jurisdiction over any dispute that may arise relating to this Agreement.
  - (c) Each of Company and the Recipient irrevocably waives, to the fullest extent permitted by law, any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.
  - (d) This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings regarding the subject matter hereof, whether oral or written.
  - (e) Failure to exercise or delay in exercising any remedy hereunder shall not be deemed a waiver thereof.
  - (f) Each party represents to the other that this Agreement has been signed by a duly authorized officer.
  - (g) This Agreement may be signed in counterparts, each of which shall for all purposes be deemed an original, and together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the date first written above.

**ASAT HOLDINGS LIMITED**

By: \_\_\_\_\_

**Name:** Kei H. Chua

**Title:** Chief Financial Officer

**RECIPIENT:**

\_\_\_\_\_

By: \_\_\_\_\_

**Name:**

**Title:**