

COHERENT BINDING UNILATERAL POLICY STATEMENT REGARDING COMPETITIVELY SENSITIVE INFORMATION OF EXCIMER LASER BEAM DELIVERY OPTICS SUPPLIERS

Coherent Corp. and its controlled affiliates (collectively “**Coherent**”) hereby make the following unilateral commitments (this “**Policy Statement**”) to each of their suppliers from whom Coherent purchases Glass-Based Beam Delivery Optics (as defined below) used for the purposes of beam delivery in a system or tool incorporating an Excimer Laser (as defined below) (such suppliers, “**Excimer Laser Beam Delivery Optics Suppliers**”) with regard to such purchases:

- Coherent will not disclose Excimer Laser Beam Delivery Optics Supplier’s Competitively Sensitive Information (as defined below) to, or permit access thereto by, any of Coherent’s employees other than those of its employees who have a need to know such information in connection with such purchase or supply of Glass-Based Beam Delivery Optics (the “**Authorized Personnel**”). No Authorized Personnel shall be granted access to such Competitively Sensitive Information without agreeing to maintain the confidentiality of such Competitively Sensitive Information as set forth herein. Coherent will continuously maintain a then-current list of Authorized Personnel.
- Coherent will safeguard all such Competitively Sensitive Information using security measures and information barriers at least as protective as those Coherent uses to protect its own similarly sensitive confidential information from unauthorized use, disclosure or access.
- To the extent that any provision of any non-disclosure or confidentiality agreement between Coherent and Excimer Laser Beam Delivery Optics Supplier could be construed to allow Coherent to use, disclose or otherwise exploit any Competitively Sensitive Information in a manner prohibited by this Policy Statement, such provision is deemed superseded by this Policy Statement with respect to such Competitively Sensitive Information. The commitments in this Policy Statement shall be in addition to, and not in lieu of, any other legal commitments to which Coherent may be legally subject with regard to such Competitively Sensitive Information, whether under any such non-disclosure or confidentiality agreement or otherwise.
- Coherent agrees that a breach of this Policy Statement may cause Excimer Laser Beam Delivery Optics Supplier substantial irreparable injury and therefore, in the event of any such breach, Excimer Laser Beam Delivery Optics Supplier shall be entitled to specific performance or injunctive relief with respect to such breach. In addition, in the event of any such breach constituting a prohibited use or disclosure of Competitively Sensitive Information, Excimer Laser Beam Delivery Optics Supplier shall be entitled to seek its actual direct damages resulting from such breach from Coherent.
- As used herein: (i) “**Competitively Sensitive Information**” means all of Excimer Laser Beam Delivery Optics Supplier’s confidential information concerning its costs, prices,

production volumes, turnovers, sales, customers, bidding arrangements or plans, commercial terms, marketing and strategic plans, procurement, investments, technologies, and research and development programs and their results; (ii) “**Excimer Laser**” means an ultraviolet laser source that uses a mixture of a noble or rare gas and a halogen gas as its laser gain medium; and “**Glass-Based Beam Delivery Optics**” means fused silica based optics with an outside size or diameter of less than or equal to 300 mm used for the purposes of beam delivery in a system or tool incorporating an Excimer Laser.

- This Policy Statement may be hereafter amended, superseded or terminated by Coherent by the publication of a subsequent policy statement or similar legal statement or commitment that expressly references this Policy Statement, and shall otherwise remain in full force and effect unless and until so amended, superseded or terminated as described herein.