THIS CONFIDENTIAL DISCLOSURE AGREEMENT (the "Agreement"), between **Onto Innovation Inc.**, a Delaware corporation with offices at 16 Jonspin Road, Wilmington, MA 01887 (including its subsidiaries and affiliates, collectively referred to as "Onto Innovation"), and "**Company**", is entered into as of the date of the presentation to be held on **October 28th, 2026** (the "Effective Date") to assure the protection of certain confidential information. As used in this Agreement, the party disclosing Confidential Information (as defined below) is referred to as "Discloser" or "Onto Innovation" and the party receiving such Confidential Information is referred to as "**Recipient**" **or** "**Company**".

1. **Confidential Information**: For purposes of this Agreement, "Confidential Information" means (a) any of Discloser's proprietary or confidential information designated as such in writing by Discloser, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such proprietary or confidential information is disclosed by Discloser to Recipient; (b) any information that is orally or visually disclosed to Recipient by Discloser, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, if (i) it would be apparent to a reasonable person, familiar with Discloser's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to Discloser or if (ii) Discloser, within 30 days after such disclosure, delivers to Recipient a written document or documents describing such information, referencing the place and date of such oral, visual, or written disclosure, and indicating that such information is confidential; (c) any information regarding the specific subject matter described in Section 2 (Subject Matter disclosed by Onto Innovation) below, whether disclosed in writing, orally, or visually and whether or not marked as confidential or proprietary or described as confidential or proprietary within 30 days after disclosure; (d) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by Recipient or its Representatives (as defined below) which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to Recipient or its Representatives pursuant hereto; and (e) the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship.

2. **Subject Matter disclosed by Onto Innovation**: shall include, but not be limited to demand signals and expected ramps, capacity, lead-time, constraint considerations, action items regarding execution, long-term strategy, forecasts, and roadmaps.

3. **Purpose**: Recipient shall make use of the Confidential Information only as reasonably required to engage in business discussions during the Supplier Day Conference.

4. **Recipient Obligations**: Recipient agrees: (a) to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature; (b) not to disclose any Confidential Information to any person or entity without the prior written authorization by Discloser, except that to Recipient's employees or approved agents ("Representatives") who have a need to know such information for the Purpose and who have signed an agreement requiring similar nondisclosure provisions as found herein; (c) that Recipient shall be responsible for the compliance of its Representatives with the terms of this Agreement and that any breach by any of the foregoing of the terms of this Agreement shall be deemed to be a breach by Recipient; (d) not to apply, use, incorporate or in any way draw upon any Confidential Information for the development or sale of any products or services or creation of any intellectual property; (e) not to use in or disclose without the Discloser's consent the Confidential Information to any artificial intelligence, machine learning application, such as ChatGPT, Microsoft Copilot, Gemini among others as well as cloud services that could publicly disclose the query or the output; (f) to hold and make use of the Confidential Information only for the benefit of Discloser and in a manner consistent with the Purpose; (g) not to reproduce or copy, in whole or in part, any Confidential Information without the written authorization of Discloser; (h) to maintain security procedures to prevent the loss, disclosure or commingling of Confidential Information, and to notify Discloser in writing within 10 business days of Recipient's discovery of any such loss, disclosure or commingling; (i) not to remove any proprietary, copyright, semiconductor chip protection, trade secret, or other legend from any form of the Confidential Information; (j) not to, directly or indirectly, reverse engineer, decompile, or disassemble Confidential Information; and (k) to exercise its best efforts to promptly return or destroy, upon written request from Discloser, all tangible forms of the Confidential Information (though Recipient's legal counsel may retain one copy of the Confidential Information for archival purposes only).

5. **Exclusions from Confidential Information**: This Agreement imposes no obligation upon Recipient with respect

to information that: (a) was rightfully in Recipient's possession before receipt from Discloser; (b) is or becomes publicly known through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality to Discloser; (d) Recipient can demonstrate through tangible evidence was independently developed by Recipient without reference to the Confidential Information; or (e) is approved for release by the prior written authorization of Discloser.

6. **Required Disclosure**: Nothing in this Agreement shall prevent disclosure of Confidential Information required applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order"). Before making any such disclosure, Recipient shall provide Discloser with: (a) prompt written notice of such requirement so that the Disclosure may seek, at its sole cost and expense, a protective order or other remedy, and (b) reasonable assistance, at Discloser's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Recipient remains subject to a Legal Order to disclose any Confidential Information, Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of Recipient's legal counsel, such Legal Order requires Recipient to disclose and, on Discloser's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

7. **Non-Circumvention**: The parties agree that the identities of any third parties (including, without limitation, suppliers, customers, financial sources, manufacturers, and consultants) disclosed to Recipient by Discloser in furtherance of the Purpose, and any related business opportunity, shall constitute Confidential Information. The Recipient shall not, without the prior written consent of the Discloser, seek to by-pass, avoid or circumvent Discloser in any business opportunity related to the Purpose by utilizing, exploiting, or deriving any benefit from, the Confidential Information.

8. **Warranty**: Discloser warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED ARE MADE BY DISCLOSER UNDER THIS AGREEMENT. ANY CONFIDENTIAL INFORMATION EXCHANGED HEREUNDER IS PROVIDED "AS IS".** Discloser assumes no liability to Recipient for damages arising from the use of or reliance upon any Confidential Information disclosed under this Agreement.

9. **Rights**: No rights in or licenses to trademarks, inventions, copyrights, ideas, know-how, technology, patents, present or future, or other intellectual property rights are implied or granted under this Agreement except the limited right to use Confidential Information to carry out the Purpose. Discloser shall retain title to all tangible forms of the Confidential Information delivered pursuant to this Agreement. Recipient agrees that this Agreement, or any disclosure hereunder, does not create a sufficient proprietary interest on the part of Recipient in any Confidential Information of Discloser that would enable Recipient to file a patent application incorporating or deriving from any Confidential Information disclosed by Discloser. The use of a copyright notice on any Confidential Information of Discloser shall not be taken to indicate that it has been published. The parties acknowledge that this Agreement shall not restrict reassignment of Recipient's employees.

10. **Period & Duration**: This Agreement shall remain in effect for one year from the Effective Date and the Confidentiality obligations shall continue for five years from the date of disclosure Recipient may however terminate the Agreement at any time upon ten days advance written notice to the Discloser. Confidentiality obligations shall survive expiration or termination of this Agreement. Notwithstanding anything herein to the contrary, the confidentiality and non-use restrictions with respect to any trade secret information disclosed hereunder shall remain in effect for so long as such trade secrets are considered trade secrets under applicable laws and shall survive any termination of this Agreement.

11. **Export Restrictions**: Recipient agrees to comply with all applicable export and re-export control laws and regulations, including, but not limited to, the U.S International Traffic in Arms Regulations ("ITAR") and the U.S Export Administration Regulations ("EAR"). Without limiting the foregoing, Recipient shall not disclose, transfer, export or re-export, directly or indirectly, any Confidential Information or any technical data, process, products, service that is transferred, disclosed or produced as a result of the use of such information, to any countries specified in such regulations as a prohibited destination without the appropriate export license or authorization.

12. **Remedies**: Recipient acknowledges and agrees that its obligations hereunder are essential to protect Discloser and its business, that any violation could cause irreparable harm to Discloser, and that monetary damages alone may be inadequate to compensate Discloser for any breach of this Agreement by Recipient. Accordingly, Recipient agrees that, in addition to any other remedies that may be available in law, in equity, or otherwise, Discloser shall be entitled to obtain temporary, preliminary, and/or permanent injunctive relief against the threatened breach of this Agreement, or the continuation of any such breach without the necessity of proving damage. Nothing stated in this Agreement shall be construed as a waiver by Discloser of its right to pursue any other available remedies, including the recovery of damages from Recipient.

13. **Data Privacy Protection**: Recipient shall comply with applicable privacy laws and shall take any required technical and organizational measures to protect personal data against, among other things, unauthorized access and/or modification.

14. **Notices**: Any notices required by this Agreement shall be in writing and shall be served in person or by certified mail, postage prepaid, return receipt requested, or via overnight carrier addressed to the General Counsel, Onto Innovation Inc, 16 Jonspin Road, Wilmington, Massachusetts 01887 and shall be effective upon receipt thereof.

15. **Miscellaneous**:

    a. Failure by Discloser to insist upon strict performance to any term in this Agreement or failure by Discloser to act in the event of any breach or default, shall not be construed as a consent or waiver of that breach or default or any subsequent breach or default of the same or any other term of this Agreement.

    b. Recipient may not assign or otherwise transfer its rights or delegate its duties under this Agreement without the prior written consent of the Discloser. Any attempt to assign or transfer without such consent is void.

    c. This Agreement: (i) imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products; (ii) shall not constitute, create or otherwise imply a joint venture, partnership, agency or formal business organization of any kind; (iii) shall be binding upon and will inure to the benefit of Discloser, their permitted successors and assigns; (iv) constitutes the entire Agreement and may be modified and/or amended from time to time only by mutual agreement in writing, executed by both parties;

    d. This Agreement is made under and shall be construed according to the laws of the Commonwealth of Massachusetts, U.S.A., exclusive of its conflicts of laws principles, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The Parties consent to the venue and personal and exclusive jurisdiction of the federal and state courts of Boston, Massachusetts for all cases and controversies arising out of or related to this Agreement, including without limitation tort cases. RECIPIENT HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY FOR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION COUNTERCLAIMS REGARDING SUCH DISPUTES, CLAIMS RELATED TO THE PARTIES' NEGOTIATIONS AND INDUCEMENTS TO ENTER INTO THIS AGREEMENT, AND OTHER CHALLENGES TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. THE WAIVER IN THE PRECEDING SENTENCE APPLIES REGARDLESS OF THE TYPE OF DISPUTE, WHETHER PROCEEDING UNDER CLAIMS OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY.

RECIPIENT HAS READ, UNDERSTOOD AND AGREES TO THE TERMS OF THE AGREEMENT as of the Effective date stated above.