

COHERENT BINDING UNILATERAL POLICY STATEMENT REGARDING COMPETITIVELY SENSITIVE INFORMATION OF CO₂ LASER OPTICS CUSTOMERS

Coherent Corp. and its controlled affiliates (collectively “**Coherent**”) hereby make the following unilateral commitments (this “**Policy Statement**”) to each of their customers who purchase CO₂ Laser Optics (as defined below) from Coherent for the purposes of manufacturing a CO₂ Laser or a tool incorporating a CO₂ Laser (as defined below) (such customers, “**CO₂ Laser Optics Customers**”) with regard to such purchases:

- Coherent will not disclose the CO₂ Laser Optics Customer’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 sale or supply of CO₂ Laser 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 the CO₂ Laser Optics Customer 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any Competitively Sensitive Information in a manner prohibited by this Policy Statement, such provision is deemed superseded by this Policy Statement with respect to such Competitively Sensitive Information.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 the CO₂ Laser Optics Customer substantial irreparable injury and therefore, in the event of any such breach, the CO₂ Laser Optics Customer 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, the CO₂ Laser Optics Customer 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 the CO₂ Laser Optics Customer’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) "**CO₂ Laser**" means a high-power or low-power infrared laser source based on a gas mixture in which light is amplified by carbon dioxide molecules; and "**CO₂ Laser Optics**" means optics, optical components, and optical assemblies used in the manufacture of a high-power or low-power CO₂ Laser or used for the purposes of beam delivery in a system or tool incorporating a high-power or low-power CO₂ 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.