

Personal Non-Disclosure Undertaking

THE RECIPIENT:

Name:
Street:
Place:
Country:

Hereinafter referred to as "Recipient", working for and on behalf of

Academic Affiliation:
Address:

WHEREAS

Recipient will carry out research work in collaboration with or advisory work for ARCNL (Advanced Research Center for Nanolithography). ARCNL is partially financed by ASML Netherlands B.V. and/or its affiliates ('ASML') and performs research strategic for ASML. Recipient will receive and may have access to confidential information of ARCNL and of ASML and/ or third parties;

HEREBY UNDERTAKES FOR THE BENEFIT OF ARCNL AND ASML AS FOLLOWS:

1. In accordance with the terms hereof, Recipient undertakes to observe strict confidentiality with respect to all information, Recipient shall have access to during his work for/with ARCNL and which can reasonably be assumed to be confidential, including without limitations, ASML outlook, personal notes, reports, meetings in relation thereto ("ASML Information"). In case of doubt with respect to the confidential nature of ASML Information Recipient shall first consult an authorized ASML representative. Any and all information related to customers and suppliers of ASML shall, for purposes of this undertaking, by definition be considered ASML Information.
2. With respect to ASML Information, Recipient shall (i) only use it for the performance of his/her activities for ARCNL/ASML and (ii) unless to the extent permitted under contract between ASML and Academic Affiliation, not disclose it to any other person or third parties.
3. Until the ASML Information is made public, Recipient (i) shall protect ARCNL/ASML Information and its confidentiality with the utmost care, and (ii) shall refrain from trading in ASML shares in a way that would be inconsistent with the applicable securities law, and (iii) will not incite others to effect transactions on the basis of that information.
4. Upon termination of his/her activities for ARCNL/ASML or upon ASML's first written request, Recipient will return all ARCNL/ASML Information and any copies thereof immediately.
5. All ASML Information disclosed to Recipient shall remain the property of ASML. Nothing herein contained shall be construed as a grant, by implication or otherwise, of a license of any kind by ASML to Recipient, e.g. to make, have made, use or sell any product using ASML Information or as a license under patent, patent application, copyright, maskwork right, or any other intellectual property right.
6. This undertaking is governed by Dutch law. The competent Dutch court will have exclusive jurisdiction.

duly authorised for, and on behalf of the Recipient:

Name (authorized signatory):
Date:
Place: