

ANNEX A. Individual Internship Agreement

The undersigned:

1. **ASML Netherlands B.V.**, with registered office in Veldhoven ("ASML");
- and
2. **"Full names as appear in the student's passport"** **"Affix"** **"Family_name"**, born **"Date_of_birth_ENG"**, student at **"Salary_group"** ("Student"),

For the purpose of this Annex A, ASML and the Student are collectively referred to as the Parties and also individually referred to as Party.

state that they have agreed to the following:

ASML will enable the Student, for a limited period and within the course programme of the above mentioned educational institution, to carry out a study assignment, namely: **«Number Appraisals»**, under the supervision of **«Name of the Internship Supervisor»** and **«the Educational Supervisor»** **«Reason_for_event»**. **«a description of the subject, the goal and milestones of the Internship»**.

1. INTERPRETATION

In this Agreement:

- 1.1. **Background Information** shall mean all information which is owned and/or controlled by a Party and/or its Associated Companies, including but not limited to Information, existing prior to the start of the Internship or developed concurrently but independently from the Internship by or for a Party and/or its Associated Companies.
- 1.2. **Background Intellectual Property Rights (Background IPR)** shall mean all IPR owned and/or controlled by a Party and/or its Associated Companies and existing prior to the start of the Student Project or developed concurrently but independently from the Student Project by or for a Party and/or its Associated Companies.
- 1.3. **Confidential Information** means any proprietary and non-public available Information, including trade secrets, exchanged between Parties under this Agreement.
- 1.4. **Foreground Information** shall mean all information, including but not limited to Information, which is created, generated, developed, invented, reduced to practice and/or acquired by any Party(ies) (and/or its employees, agents or contractors) and Students in the context of the Student Project or otherwise in the performance of the Student Project and all information, including but not limited to Information, which is created, generated, developed, invented, reduced to practice solely and independently by a Party (and/or its employees, agents or contractors) and Students and which arises from or is based on ASML Confidential Information.
- 1.5. **Foreground IPR** shall mean all IPR relating to Foreground Information.
- 1.6. **Graduation Project** shall mean a fixed term assignment within ASML, which will be carried out by the Student under supervision of the Supervisor TU/e in close cooperation with the Supervisor ASML and in accordance with this Agreement, and which may result in a graduation thesis.
- 1.7. **Information** shall mean all inventions, trade secrets, know how, non-patented practical information resulting from experience and/or testing, ideas, technical information, designs, works of authorship (including, without limitation, computer software), specifications, mask works, samples, formulae, processes, methods, techniques, drawings, models, instructions, algorithms, working methods, concepts,

technology, knowledge, research, applied research, applied development, engineering data, product or manufacturing specifications, customer information, vendor and supplier information, financial information, reports, notes, systems, documents, papers, files, data and all other technical or commercial information of any kind and whether in oral, printed, written or electronic form and whether or not protectable by Intellectual Property Rights.

- 1.8. **Intellectual Property Rights (IPR)** shall mean all copyrights, utility models, utility model applications, patents and patent applications (including reexaminations, reissues, divisions, continuations, continuations-in-part and extensions thereof), inventor's certificates and designs.
- 1.9. **Internship** shall mean a fixed term assignment within ASML which will be carried out by the Student under supervision of the Supervisor ASML in accordance with this Agreement.
- 1.10. **Student** shall mean a student, enrolled as such with TU/e, who will engage in the Student Project.
- 1.11. **Student Project** shall mean an Internship or a Graduation Project.
- 1.12. **Supervisor ASML** shall mean a person employed by or through ASML who supervises the Student while engaged in the Student Project.
- 1.13. **Supervisor TU/e** shall mean a person employed by the TU/e who supervises the Student while engaged in the Student Project.

2. INTERNSHIP AND GRADUATION PROJECT

- 2.1. The work placement begins on «**Start_date_ENG**», on the condition that ASML receives the signed documents on or prior to this date, and will end no later than «**End_date_ENG**».
- 2.2. ASML is entitled, however, to terminate this agreement before the expiry date if it deems this to be in ASML's interests. ASML may end the Student Project immediately if the Student does not follow the rules of ASML, breaches this Agreement and/or does not follow the directions of the Supervisor ASML. The Supervisor ASML will supervise the Student performing the Student Project and provide directions regarding the performance of the Student Project.
- 2.3. The Student shall at all times comply with ASML's policies and Code of Conduct for security and safety reasons.

3. CONFIDENTIALITY

- 3.1. The Student undertakes to observe strict secrecy in respect of Confidential Information (including ASML business matters and ASML technical information, the confidential nature of which can be deemed to be known to him/her). Company property, as well as all correspondence, notes, drawings, information carriers etc. relating to Confidential Information, must be handed over to the Supervisor ASML by the Student without delay at the end of the work placement.
- 3.2. The Student may use Confidential Information received from ASML only for the sole purpose of performing the Student Project and shall, whether or not through a report of the Student, not disclose to any third party any such Confidential Information whether orally, in writing, by demonstration or otherwise, unless and to the extent that the Student can prove that such information, even if marked as confidential:
 - (a) is part of the public domain through no fault of the Student and without violation of this Agreement;
or
 - (b) is proved to be known and on record at the Student prior to disclosure by ASML and was not received under confidentiality obligations.
- 3.3. If is required to disclose ASML's Confidential Information pursuant to applicable law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, then - immediately upon learning

of such requirement - the Student shall provide notice thereof to ASML so that ASML may seek, at its sole cost and expense, a protective order or other remedy. If, after providing such notice, the Student remains subject to a requirement to disclose ASML's Confidential Information, the Student shall disclose no more than that portion of the Confidential Information which it is legally required to disclose. Any information disclosed pursuant to this section shall remain subject to the protections of this Agreement.

- 3.4. Notwithstanding the restrictions in this Article 3, the Student may share Confidential Information with the Supervisor TU/e and/or with member of the examination committee/thesis committee for the performance of the Student Project and accreditation thereof.
- 3.5. Confidentiality obligations pursuant to this Article will be limited to a period of 5 (five) years starting as from the end of the Student Project. External publication of any internship report or graduation thesis of the Student is only allowed after written approval from ASML. ASML shall not withhold the written approval for the external publication of an internship report or graduation thesis without a good reason.
- 3.6. Approval from ASML for the external publication of a graduation thesis will in any case be provided if the following requirements have been fulfilled:
 - (a) the Student shall request approval for the publication and submit the graduation thesis to ASML via the Supervisor ASML at least 20 (twenty) days prior to the intended publication date. As from the date the request for the publication and the report or thesis have been received by ASML, ASML has 20 (twenty) days to request that certain Information remains confidential and/or to delay publication (with a maximum of 6 (six) months as from the date the request for approval was made) of identified subject-matter allowing ASML to file or register Foreground IPR for or in relation to such subject-matter.
 - (b) after receiving a request that certain Information remains confidential, the Student will prepare a separate public version (without confidential information) which may be published after the delay of publication (if applicable) according to article 5.V(a) and a separate confidential version of the graduation thesis which may be published in accordance with article 5.VI.
- 3.7. Confidentiality obligations in relation to the confidential version of the graduation thesis will be limited to a period of 2 (two) years starting as from the end of the Graduation Project.

4. INTELLECTUAL PROPERTY

- 4.1. Each Party shall retain unchanged ownership of its Background Information and Background IPR.
- 4.2. The Student hereby assigns and transfers - and shall execute any documents and take such other actions as are requested under applicable law to assign (or cause to be assigned) and transfer - free of charge, all his rights to Foreground Information and Foreground IPR to ASML to the full extent allowable under applicable laws.
- 4.3. The Student grants, subject to prior commitments, to ASML a non-transferable, perpetual, world wide license, with the right to sublicense, under his/her respective Background Information and Background IPR to make, have made, use, lease and/or sell or otherwise dispose of any products covered by or embedding Foreground Information and Foreground IPR, in case of Background IPR of the Student under fair and reasonable conditions further to be negotiated.
- 4.4. The Student will and without additional charge, report in written form at least once a month during his Student Project all Foreground Information to the Supervisor ASML.
- 4.5. The Student shall assist ASML during and at all times after the term of the Student Project in obtaining, registering, perfecting and enforcing all Foreground IPR. ASML shall compensate the Student for (i) reasonable out-of-pocket expenses and (ii) reasonable hourly fees for time expended at ASML's request.

- 4.6. In the event the Student assumes or should reasonably be able to assume that there is an invention arising in the context of the Student Project or otherwise in the performance of or in connection with the Student Project and which is eligible for IPR protection, the Student shall promptly inform ASML thereof.
- 4.7. No Party nor the Student shall challenge, oppose, or attack Individual Foreground IPR and/or Joint Foreground IPR of any other Party. This includes that the enforceability or validity of Individual Foreground IPR and/or Joint Foreground IPR will not be challenged in any forum or any action, suit, interference, cancellation, opposition, protest, or other type of proceeding, judgment, litigation, contest or claim.
- 4.8. All rights and obligations pursuant to this Section will survive the termination of this Agreement.
- 4.9. Notwithstanding the above, the work placement student undertakes to make available to ASML all documents, academic papers and conclusions produced as part of the aforementioned work placement.

5. REMUNERATION

- 5.1. ASML will pay to the Student a remuneration for the Student Project (based on a fulltime employment) as set forth below. The remuneration includes a compensation for making inventions, generating IPR in the Student Project and assigning those inventions to ASML.
- 5.2. The Student will receive remuneration (based on fulltime placement) of € «Gross_monthly_salary».00 gross per month.
- 5.3. The Student will not receive allowances.
- 5.4. The present Agreement is not a contract of employment within the meaning of Section 610 of Book 7 of the Dutch Civil Code.

6. LIABILITY AND INSURANCES

- 6.1. The Student guarantees that he/she will have an appropriate insurance for covering liability claims regarding possible damage caused by the Student to ASML and/or a third party during the Student Project.
- 6.2. ASML will arrange and maintain the spaces, rooms, machines and tools in which or with which work is performed under the responsibility of ASML and give instructions and take safety measures as is reasonably necessary to prevent that the Student suffers damage during the performance of his work. ASML is towards the Student liable for damage which the Student has suffered from activities performed in the course of his work whilst on the premises of ASML, unless ASML shows it has complied with the obligations mentioned in paragraph 1 of article 7:658 of the Dutch Civil Code or that the damage to a substantial degree results from an intentional act or omission or from wilfull recklessness on part of the Student.

7. MISCELLANEOUS

- 7.1. No amendment of this Agreement shall be binding upon either Party, unless it is in writing and duly signed by all Parties.
- 7.2. This Agreement constitutes the entire agreement between and understanding of the Parties with respect to the subject matter of this Agreement and supersedes any preceding agreement between the Parties on the subject matter of this Agreement only.
- 7.3. If a provision in this Agreement is invalid, illegal or unenforceable in any respect under the applicable law, the validity, legality and enforceability of the remaining provisions in this Agreement shall not be affected or impaired, provided that in such case the Parties oblige themselves to use all reasonable efforts to achieve the purpose of the invalid provision by a new legally valid provision.

- 7.4. The provisions of this Agreement relating to, governing law and dispute resolution, and other provisions that expressly or by their nature are intended to continue to have effect, shall survive termination or expiration of this Agreement.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1. This Agreement shall be governed by the laws of the Netherlands. In case of persisting problems regarding the Student Project the Supervisor ASML shall contact the Student and the Supervisor TU/e to discuss how to solve these problems. Any disputes arising out of or in connection with this Internship Agreement shall exclusively be referred to the competent courts of de Rechtbank Oost-Brabant, the Netherlands.

Veldhoven, [date]

[Student's Name]
[Date Signed]

ASML Netherlands B.V.

[Name]:
[Title]:
[Date Signed]