

Employee Application Agreement

Electronic Communications

To the fullest extent permitted by law, you agree that the Agreement and any other documentation, agreements, notices or communications between you and ASML may be provided to you electronically. Please print a copy of all such documentation, agreements, notices or other communications for your reference. You agree to notify us promptly of any changes in your email address by emailing us at asmlcareers@asml.com.

Application Submission

Upon ASML's receipt of your application for employment, ASML will send you electronic confirmation of receipt to the email address you provide in your application. Your receipt of confirmation does not signify acceptance by ASML of your application for employment. This agreement is not an employment agreement, but an agreement governing your submission of an application for employment to ASML.

Our receipt of your application does not mean that you will be considered for employment.

ASML is an equal opportunity employer and does not discriminate on the basis of a person's race, color, religion, gender, national origin or ancestry, physical or mental disability, medical condition, pregnancy, childbirth, marital status or veteran status, and sexual orientation or any other similarly protected status, and no question in the employment application is intended to secure information used to engage in such discrimination. We also comply with all applicable laws governing employment practices and do not discriminate on the basis of any unlawful criteria.

Your Representations

By clicking "Yes, I accept" below, you represent and warrant to ASML that:

- (1) you have the legal ability to enter into the Agreement with ASML;
- (2) all the information provided in your application for employment is true, complete and accurate.
- (3) you understand that if any information you provide to ASML is found to be false, incomplete or misrepresented in any respect, ASML may cancel any further consideration of your application or immediately terminate your employment with ASML, regardless of when or how it is discovered, with no liability to ASML or further obligation to you other than for payment through the last day of employment for earnings from ASML at the rate agreed upon.
- (4) you expressly authorize ASML, its representatives, employees and agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities and education institutions and to otherwise verify the accuracy of all information you provide in this application.
- (5) you waive any rights and all claims you may have regarding (a) ASML and its representatives, employees and agents, for seeking, gathering and using information from all references (personal and professional) in the employment process and (b) all other persons, corporations, or organizations furnishing such information about you.
- (6) you understand that your employment application will remain active until the job you applied for is filled. At the conclusion of that time, if you have not heard from ASML and you still wish to be considered for employment, it will be necessary to reapply and fill out a new application.
- (7) you understand that employment at ASML is at-will, which means that employees are free to resign at any time, with or without cause and without prior notice. Similarly, ASML may terminate employees at any time without notice and for any reason not prohibited by law, or for no reason. ASML reserves the right to change compensation, benefits, hours, working conditions, rules and regulations with or without notice, consistent with any applicable law or regulation. Neither your application for employment with ASML nor this Agreement constitutes an agreement or contract for

employment. No supervisor or representative of ASML is authorized to make any assurance to the contrary.

(8) you understand that if you are hired by ASML, you will be required to provide proof of identity and legal authority to work in the United States and the federal immigration laws require you to complete a Form I-9 document in this regard.

(9) you understand that all ASML employees are subject to drug testing as a condition of initial and continued employment, unless prohibited by the law in your jurisdiction.(10) you expressly authorize ASML to perform a limited background check to verify previous employment and check for any felony and misdemeanor convictions.

No Warranty

ASML reserves the right to modify this Agreement and the employment application without any obligation to notify past, current or prospective employment applicants. The employment application is provided by asml on an "as is" basis. Asml disclaims all other warranties with respect to the application, including without limitation all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Asml makes no warranty or representation regarding the results that may be obtained from use of the application, or use of material, information or data downloaded or otherwise obtained from the application, or regarding the accuracy or reliability of any information obtained from the application. ASML shall have no responsibility for the timeliness, deletion, misdelivery or failure to store any user communication.

You acknowledge and agree (1) that your access to and use of the employment application is at your own discretion and risk, (2) that use of any material, information or data downloaded or otherwise obtained through the use of the application is at your own discretion and risk, and (3) that you are solely responsible for any damage to your property for loss of data that results from the download of such material, information or data, and for any other form of damage that may be incurred. ASML does not warrant that files or other materials and information available through the application will be free of infections, viruses, worms, trojan horses or other code that could be harmful to your property. None of the parties involved in creating, producing, or delivering the application or its content, including without limitation asml, shall be liable to users of the application for any damage resulting from use of the application or use of material, information or data downloaded or otherwise obtained from the application, nor are such parties in any way responsible for the conduct of users of the application or for information posted or exchanged on the application.

No advice or information, whether oral or written, obtained by you from ASML or in any other manner from the employment application shall create any warranty.

No Liability

In no event shall asml or any of its officers, directors, representatives, employees, consultants or agents be liable for any direct, indirect, punitive, special, incidental, exemplary or consequential damages or any damages whatsoever (including without limitation, damages for loss of use, data, information, profits or business interruption) arising out of or in any way related to the use or performance of the employment application or any linked website or to any material, information, data, products, or services obtained through the employment application, or otherwise arising out of the use of the application or the inability to use the employment application, whether such damages are based in tort, contract, negligence, strict liability or otherwise, even if asml has been advised of the possibility of such damages. Your sole and exclusive remedy is to discontinue your access to and use of the employment application.

Security

We limit access to personally identifiable information about you to our employees and third-party agents, who we reasonably believe need to have access to your information to process and consider your application for employment with ASML. ASML has security measures in place to help protect against the loss, misuse and alteration of the information under our control. While we cannot guarantee that loss, misuse or alteration to data will not occur, ASML uses industry standards, such as Secure Socket Layers ("SSL") technology, to help safeguard against such occurrences. In

certain areas, the information passed between your browser and our system is encrypted with SSL technology to create a protected connection between you and our website to ensure confidentiality. In the event that a breach into our security systems occurs and there is a possibility that an unauthorized person acquires your personal information, ASML will notify you of such a breach under applicable law.

Access to Your Personal Information

If you wish to have access to your personal information in our records, please contact us with your request at +1-203-665-2576, Human Resources. You may also request that we update your personal information or correct any factual errors that you believe may exist regarding this information.

Indemnification

You agree to indemnify, defend and hold harmless ASML, its officers, representatives, directors, employees, consultants and agents from any and all losses, expenses, third-party claims, liabilities, damages and costs (including without limitation attorneys' fees) arising from your use of the employment application, your use of any material, information or data downloaded or otherwise obtained from the employment application, or your violation of this Agreement.

Interpretation and Disputes

This Agreement is governed by the laws of the United States and the State of Arizona, without regard to any conflict of laws provisions. Venue shall be proper exclusively in Maricopa County, Arizona with respect to any dispute arising under his Agreement, unless otherwise specifically agreed by ASML in its sole discretion. In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs. If a court or arbitrator deems any provision of this Agreement unenforceable or invalid, then the court or arbitrator shall modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable then the provision shall be severed and the remaining terms of this Agreement shall be interpreted and read to give them maximum enforceability. Any cause of action or claim with respect to the employment application must be commenced within one (1) year after the action or claim arises.

Contacting Us

If you have any other questions or concerns regarding this Agreement, please contact us at:

ASML Human Resources
2650 W. Geronimo Place
Chandler, AZ 85224
+1-203-665-2576

Entire Agreement

This Agreement constitutes the entire agreement between you and ASML with respect to the subject matter hereof. Any waiver of any provision of this Agreement will be effective only if in writing and signed by ASML. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of ASML's successors, assigns and licensees.

