

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Form 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 26, 2025

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 000-50646



Ultra Clean Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

61-1430858

(I.R.S. Employer
Identification No.)

26462 Corporate Avenue, Hayward, California

(Address of principal executive offices)

94545

(Zip Code)

(510) 576-4400

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.001 per share	UCTT	The Nasdaq Stock Market, LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.:

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares outstanding of the issuer's common stock as of October 23, 2025: 45,387,088

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PART I. FINANCIAL INFORMATION

ITEM 1. Financial Statements

ULTRA CLEAN HOLDINGS, INC. CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)

	September 26, 2025	December 27, 2024
(In millions, except par value)		
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 314.1	\$ 313.9
Accounts receivable, net of allowance for credit losses of \$1.2 and \$2.1 at September 26, 2025 and December 27, 2024, respectively	199.5	241.1
Inventories	382.2	381.0
Prepaid expenses and other current assets	45.6	34.1
Total current assets	941.4	970.1
Property, plant and equipment, net	329.1	325.9
Goodwill	114.2	265.3
Intangible assets, net	163.7	184.9
Deferred tax assets, net	3.1	3.1
Operating lease right-of-use assets	156.9	161.0
Other non-current assets	12.1	9.6
Total assets	\$ 1,720.5	\$ 1,919.9
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Bank borrowings	\$ 9.9	\$ 16.0
Accounts payable	191.2	212.5
Accrued compensation and related benefits	49.6	50.1
Operating lease liabilities	18.6	18.6
Other current liabilities	24.1	38.4
Total current liabilities	293.4	335.6
Bank borrowings, net of current portion	466.5	476.5
Deferred tax liabilities	16.4	16.1
Operating lease liabilities	155.1	149.2
Other liabilities	7.8	6.7
Total liabilities	939.2	984.1
Commitments and contingencies (See Note 9)		
Equity:		
UCT stockholders' equity:		
Preferred stock — \$0.001 par value, 10.0 shares authorized; none outstanding	—	—
Common stock — \$0.001 par value, 90.0 shares authorized; 47.1 and 46.6 shares issued and 45.4 and 45.1 shares outstanding at September 26, 2025 and December 27, 2024, respectively	0.1	0.1
Additional paid-in capital	572.8	558.4
Common shares held in treasury, at cost, 1.7 and 1.5 shares at September 26, 2025 and December 27, 2024, respectively	(48.4)	(45.0)
Retained earnings	192.5	370.4
Accumulated other comprehensive loss	(7.1)	(10.3)
Total UCT stockholders' equity	709.9	873.6
Noncontrolling interests	71.4	62.2
Total equity	781.3	935.8
Total liabilities and equity	\$ 1,720.5	\$ 1,919.9

(See accompanying Notes to Condensed Consolidated Financial Statements)

ULTRA CLEAN HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
(In millions, except per share amounts)				
Revenues:				
Products	\$ 445.0	\$ 479.0	\$ 1,356.9	\$ 1,350.2
Services	65.0	61.4	190.4	184.1
Total revenues	510.0	540.4	1,547.3	1,534.3
Cost of revenues:				
Products	380.4	403.3	1,163.9	1,141.2
Services	47.4	43.7	137.8	128.6
Total cost revenues	427.8	447.0	1,301.7	1,269.8
Gross margin	82.2	93.4	245.6	264.5
Operating expenses:				
Research and development	7.8	7.1	23.2	21.2
Sales and marketing	15.1	14.4	45.5	42.9
General and administrative	48.7	46.7	144.1	135.1
Impairment of goodwill	—	—	151.1	—
Total operating expenses	71.6	68.2	363.9	199.2
Income (loss) from operations	10.6	25.2	(118.3)	65.3
Interest income	1.1	1.1	3.0	3.9
Interest expense	(9.9)	(12.0)	(29.9)	(35.8)
Other income (expense), net	(1.2)	(4.1)	(2.5)	9.3
Income (loss) before provision for income taxes	0.6	10.2	(147.7)	42.7
Provision for income taxes	8.7	9.9	23.3	28.2
Net income (loss)	(8.1)	0.3	(171.0)	14.5
Less: Net income attributable to noncontrolling interests	2.8	2.6	6.9	7.1
Net income (loss) attributable to UCT	\$ (10.9)	\$ (2.3)	\$ (177.9)	\$ 7.4
Net income (loss) per share attributable to UCT common stockholders:				
Basic	\$ (0.24)	\$ (0.05)	\$ (3.93)	\$ 0.16
Diluted	\$ (0.24)	\$ (0.05)	\$ (3.93)	\$ 0.16
Shares used in computing net income (loss) per share:				
Basic	45.4	45.0	45.2	44.8
Diluted	45.4	45.0	45.2	45.4

(See accompanying Notes to Condensed Consolidated Financial Statements)

ULTRA CLEAN HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited)

	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
(In millions)				
Net income (loss)	\$ (8.1)	\$ 0.3	\$ (171.0)	\$ 14.5
Other comprehensive income (loss):				
Change in cumulative translation adjustment, net of tax	(4.4)	6.4	5.6	0.1
Total other comprehensive income (loss)	(4.4)	6.4	5.6	0.1
Comprehensive income (loss)	(12.5)	6.7	(165.4)	14.6
Comprehensive income, attributable to noncontrolling interests	1.0	5.5	9.3	6.7
Comprehensive income (loss) attributable to UCT	\$ (13.5)	\$ 1.2	\$ (174.7)	\$ 7.9

(See accompanying Notes to Condensed Consolidated Financial Statements)

ULTRA CLEAN HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Nine Months Ended	
	September 26, 2025	September 27, 2024
(In millions)		
Cash flows from operating activities:		
Net income (loss)	\$ (171.0)	\$ 14.5
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	35.5	34.1
Amortization of intangible assets	21.2	22.9
Stock-based compensation	14.4	12.7
Amortization of debt issuance costs	2.1	2.4
Impairment of goodwill	151.1	—
Change in the fair value of financial instruments	(0.1)	(21.7)
Deferred income taxes	0.4	(1.2)
Loss on sale of property, plant and equipment	0.7	1.2
Changes in assets and liabilities:		
Accounts receivable	41.6	(47.3)
Inventories	(1.2)	(28.1)
Prepaid expenses and other current assets	(6.3)	(2.9)
Other non-current assets	(1.0)	0.6
Accounts payable	(22.8)	46.1
Accrued compensation and related benefits	(0.6)	0.2
Income taxes payable	(12.1)	1.4
Operating lease assets and liabilities	10.2	8.1
Other liabilities	(4.6)	4.9
Net cash provided by operating activities	57.5	47.9
Cash flows from investing activities:		
Purchases of property, plant and equipment	(40.2)	(46.2)
Other investing activities	3.2	—
Net cash used in investing activities	(37.0)	(46.2)
Cash flows from financing activities:		
Proceeds from bank borrowings	59.3	67.7
Extinguishment of bank borrowings	(59.3)	(44.2)
Proceeds from issuance of common stock	1.1	0.9
Principal payments on bank borrowings	(18.2)	(10.1)
Repurchase of shares	(3.4)	—
Employees' taxes paid upon vesting of restricted stock units	(1.1)	(2.5)
Payments of dividends to a joint venture shareholder	(0.1)	(0.5)
Payment of debt issuance costs	—	(2.5)
Other financing activities	(0.6)	—
Net cash provided by (used in) financing activities	(22.3)	8.8
Effect of exchange rate changes on cash and cash equivalents	2.0	0.7
Net increase in cash and cash equivalents	0.2	11.2
Cash and cash equivalents at beginning of period	313.9	307.0
Cash and cash equivalents at end of period	\$ 314.1	\$ 318.2
Supplemental cash flow information:		
Income taxes paid, net of income tax refunds	\$ 35.2	\$ 28.1
Interest paid	\$ 31.4	\$ 33.7
Non-cash investing and financing activities:		
Property, plant and equipment purchased included in accounts payable and other liabilities	\$ 4.4	\$ 3.9

(See accompanying Notes to Condensed Consolidated Financial Statements)

ULTRA CLEAN HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited)

	Three Months Ended September 26, 2025										
	Common Stock			Treasury shares				Accumulated Other Comprehensive	Total Stockholders’ Equity of UCT	Noncontrolling Interests	Total Equity
	Shares	Amount	Additional Paid-in Capital	Shares	Amount	Retained Earnings	Income (Loss)				
(In millions)											
Balance June 27, 2025	45.3	\$ 0.1	\$ 568.8	1.7	\$ (48.4)	\$ 203.4	\$ (4.5)	\$ 719.4	\$ 70.4	\$ 789.8	
Issuance under employee stock plans	0.1	0.0	0.0	—	—	—	—	0.0	—	0.0	
Employees' taxes paid upon vesting of restricted stock units	0.0	0.0	(0.4)	—	—	—	—	(0.4)	—	(0.4)	
Stock-based compensation expense	—	—	4.4	—	—	—	—	4.4	—	4.4	
Net income (loss)	—	—	—	—	—	(10.9)	—	(10.9)	2.8	(8.1)	
Other comprehensive loss	—	—	—	—	—	—	(2.6)	(2.6)	(1.8)	(4.4)	
Balance September 26, 2025	45.4	\$ 0.1	\$ 572.8	1.7	\$ (48.4)	\$ 192.5	\$ (7.1)	\$ 709.9	\$ 71.4	\$ 781.3	

	Nine Months Ended September 26, 2025										
	Common Stock			Treasury shares				Accumulated Other Comprehensive	Total Stockholders’ Equity of UCT	Noncontrolling Interests	Total Equity
	Shares	Amount	Additional Paid-in Capital	Shares	Amount	Retained Earnings	Income (Loss)				
(In millions)											
Balance December 27, 2024	45.1	\$ 0.1	\$ 558.4	1.5	\$ (45.0)	\$ 370.4	\$ (10.3)	\$ 873.6	\$ 62.2	\$ 935.8	
Issuance under employee stock plans	0.5	0.0	1.1	—	—	—	—	1.1	—	1.1	
Employees' taxes paid upon vesting of restricted stock units	0.0	0.0	(1.1)	—	—	—	—	(1.1)	—	(1.1)	
Stock-based compensation expense	—	—	14.4	—	—	—	—	14.4	—	14.4	
Repurchase of shares	(0.2)	—	—	0.2	(3.4)	—	—	(3.4)	—	(3.4)	
Dividend payments to a joint venture shareholder	—	—	—	—	—	—	—	—	(0.1)	(0.1)	
Net income (loss)	—	—	—	—	—	(177.9)	—	(177.9)	6.9	(171.0)	
Other comprehensive income	—	—	—	—	—	—	3.2	3.2	2.4	5.6	
Balance September 26, 2025	45.4	\$ 0.1	\$ 572.8	1.7	\$ (48.4)	\$ 192.5	\$ (7.1)	\$ 709.9	\$ 71.4	\$ 781.3	

Three Months Ended September 27, 2024											
(In millions)	Common Stock			Treasury shares		Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity of UCT	Noncontrolling Interests	Total Equity	
	Shares	Amount	Additional Paid-in Capital	Shares	Amount						
Balance June 28, 2024	45.0	\$ 0.1	\$ 548.2	1.5	\$ (45.0)	\$ 356.4	\$ (7.4)	\$ 852.3	\$ 59.4	\$ 911.7	
Issuance under employee stock plans	0.1	—	—	—	—	—	—	—	—	0.0	
Employees' taxes paid upon vesting of restricted stock units	0.0	—	(0.3)	—	—	—	—	(0.3)	—	(0.3)	
Stock-based compensation expense	—	—	4.7	—	—	—	—	4.7	—	4.7	
Net income	—	—	—	—	—	(2.3)	—	(2.3)	2.6	0.3	
Dividend payments to a joint venture shareholder	—	—	—	—	—	—	—	—	(0.4)	(0.4)	
Other comprehensive loss	—	—	—	—	—	—	3.5	3.5	2.9	6.4	
Balance September 27, 2024	45.1	\$ 0.1	\$ 552.6	1.5	\$ (45.0)	\$ 354.1	\$ (3.9)	\$ 857.9	\$ 64.5	\$ 922.4	
Nine Months Ended September 27, 2024											
(In millions)	Common Stock			Treasury shares		Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity of UCT	Noncontrolling Interests	Total Equity	
	Shares	Amount	Additional Paid-in Capital	Shares	Amount						
Balance December 29, 2023	44.6	\$ 0.1	\$ 541.5	1.5	\$ (45.0)	\$ 346.7	\$ (4.4)	\$ 838.9	\$ 58.3	\$ 897.2	
Issuance under employee stock plans	0.6	0.0	0.9	—	—	—	—	0.9	—	0.9	
Employees' taxes paid upon vesting of restricted stock units	(0.1)	0.0	(2.5)	—	—	—	—	(2.5)	—	(2.5)	
Stock-based compensation expense	—	—	12.7	—	—	—	—	12.7	—	12.7	
Net income	—	—	—	—	—	7.4	—	7.4	7.1	14.5	
Dividend payments to a joint venture shareholder	—	—	—	—	—	—	—	—	(0.5)	(0.5)	
Other comprehensive loss	—	—	—	—	—	—	0.5	0.5	(0.4)	0.1	
Balance September 27, 2024	45.1	\$ 0.1	\$ 552.6	1.5	\$ (45.0)	\$ 354.1	\$ (3.9)	\$ 857.9	\$ 64.5	\$ 922.4	

ULTRA CLEAN HOLDINGS, INC.
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ULTRA CLEAN HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization — Ultra Clean Holdings, Inc., (the “Company” or “UCT”) a Delaware corporation, was founded in November 2002 and became a publicly traded company on the NASDAQ Global Market in March 2004. The Company is a leading developer and supplier of critical subsystems, components, parts, and ultra-high purity cleaning and analytical services, primarily for the semiconductor industry. UCT offers its customers an integrated outsourced solution for major subassemblies, improved design-to-delivery cycle times, design for manufacturability, prototyping and part and component manufacturing, as well as tool chamber parts cleaning and coating, and micro-contamination analytical services. The Company’s Products business primarily designs, engineers and manufactures production tools, components and parts, and modules and subsystems for the semiconductor and display capital equipment markets. Products include chemical delivery modules, frame assemblies, gas delivery systems, fluid delivery systems, precision robotics, process modules, sub-fab process equipment support racks, as well as other high-level assemblies. The Company’s Services business provides ultra-high purity parts cleaning, process tool part recoating, surface encapsulation and high sensitivity micro contamination analysis primarily for the semiconductor device makers and wafer fabrication equipment markets.

Basis of Presentation — The unaudited Condensed Consolidated Financial Statements included in this quarterly report on Form 10-Q include the accounts of the Company and its majority-owned subsidiaries and have been prepared in accordance with accounting principles generally accepted in the United States of America, or U.S. GAAP. This financial information reflects all adjustments which are, in the opinion of the Company, normal, recurring and necessary for a fair statement of the results of operations, financial position, and cash flows for the interim periods presented. Certain information and footnote disclosures normally included in our annual financial statements, prepared in accordance with U.S. GAAP, have been condensed or omitted from the interim financial statements in this Quarterly Report on Form 10-Q. Therefore, these unaudited financial statements should be read in conjunction with the Consolidated Financial Statements contained in the Company’s Annual Report on Form 10-K for the year ended December 27, 2024.

Fiscal Year — The Company uses a 52-53 week fiscal year ending on the Friday nearest December 31. All references to quarters refer to fiscal quarters and all references to years refer to fiscal years.

Principles of Consolidation — The Company’s Condensed Consolidated Financial Statements include the accounts of the Company and its majority-owned subsidiaries and all intercompany accounts and transactions have been eliminated upon consolidation.

Significant Accounting Policies — There were no changes to the accounting policies disclosed in Note 1, Organization and Significant Accounting Policies of the Company’s Annual Report on Form 10-K for the year ended December 27, 2024 that had a material impact on the Company’s condensed consolidated financial statements and related notes.

Accounting Standards Recently Adopted

In December 2023, the Financial Accounting Standards Board (“FASB”) issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures (“ASU No. 2023-09”). ASU No. 2023-09 enhances the transparency and usefulness of income tax disclosures by requiring consistent categories and greater disaggregation in the rate reconciliation, as well as disaggregation of income taxes paid by jurisdiction. The ASU also includes other amendments aimed at improving the effectiveness of income tax disclosures.

The Company adopted ASU No. 2023-09 prospectively in the first quarter of fiscal year 2025. The adoption did not have a material impact on the Company’s interim condensed consolidated financial statements but is expected to result in expanded annual income tax disclosures beginning with the Company’s Form 10-K for the fiscal year ending December 26, 2025.

Accounting Standards Not Yet Adopted

In November 2024, the FASB issued ASU No. 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses (“ASU No. 2024-03”). ASU No. 2024-03 requires entities to provide disaggregated disclosure of certain expense categories, including but not limited to, inventory purchases, employee compensation, depreciation, amortization, and depletion, within relevant income statement captions.

In January 2025, the FASB issued ASU No. 2025-01, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date (“ASU No. 2025-01”), which confirmed that the guidance in ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The guidance is to be applied prospectively, although retrospective application is allowed. The Company is currently evaluating the impact of ASU 2024-03 and ASU 2025-01 on its financial statement disclosures.

In July 2025, the FASB issued ASU No. 2025-05, Financial Instruments - Credit Losses (Subtopic 326-20): Measurement of Credit Losses for Accounts Receivable and Contract Assets (“ASU No. 2025-05”). The amendments in this update provide a practical expedient related to the estimation of expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under FASB ASC 606. The standard should be applied prospectively, and is effective for annual periods, including interim reporting periods, beginning after December 15, 2025, with early adoption permitted. The Company is currently evaluating the impact of this guidance but does not expect it to have material effect on its consolidated financial statements and related disclosures.

In September 2025, the FASB issued ASU No. 2025-06, Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Customer Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract (“ASU No. 2025-06”). The amendments in this update provide targeted improvements to the accounting for internal-use software costs by removing the concept of “project stages,” introducing a new capitalization threshold based on when management authorizes and commits to funding the project, and requiring that capitalization only occur when completion of the software is probable. The ASU also introduces the concept of “significant development uncertainty,” under which capitalization should cease until such uncertainty is resolved. Additionally, the amendments relocate the guidance for website development costs from ASC 350-50 to ASC 350-40 and require expanded disclosures for capitalized internal-use software costs consistent with those for long-lived assets under ASC 360-10. Entities may apply the guidance prospectively, retrospectively, or using a modified retrospective approach, with early adoption permitted. ASU 2025-06 is effective for annual periods beginning after December 15, 2027, and interim periods within those fiscal years. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

2. BALANCE SHEET INFORMATION

Accounts Receivable Factoring Agreements

The Company has receivables factoring arrangements, pursuant to which certain receivables are sold to banks without recourse in exchange for cash. Transactions under the receivables factoring arrangements are accounted for as sales under ASC 860, Transfers and Servicing of Financial Assets, with the sold receivables removed from the Company’s balance sheet. Under these receivables factoring arrangements, the Company does not maintain any beneficial interest in the receivables sold. The banks’ purchase of eligible receivables is subject to a maximum amount of uncollected receivables. The Company services the receivables on behalf of the banks, but otherwise maintains no significant continuing involvement with respect to the receivables. Sale proceeds that are representative of the fair value of factored receivables, less a factoring fee, are reflected in cash flows from operating activities on the Consolidated Statements of Cash Flows, while sale proceeds in excess of the fair value of factored receivables are reflected in cash flows from financing activities on the Consolidated Statements of Cash Flows.

The Company currently has two active receivables factoring arrangements. One arrangement allows for the factoring of up to \$25.0 million of uncollected receivables originated within the United States. The second arrangement allows for the factoring of up to \$12.0 million of uncollected receivables originated within the EMEA and Asia Pacific regions. During the three and nine months ended September 26, 2025, the Company received cash proceeds of \$21.5 million and \$50.9 million, respectively, from the sales of accounts receivables under its factoring arrangements. As of September 26, 2025, there were a total of \$24.0 million of uncollected receivables that had been sold and removed from the Company’s Condensed Consolidated Balance Sheets.

Inventories

Inventories consisted of the following:

(In millions)	September 26, 2025	December 27, 2024
Raw materials	\$ 208.1	\$ 195.4
Work in process	142.6	130.8
Finished goods	31.5	54.8
Total	<u>\$ 382.2</u>	<u>\$ 381.0</u>

Property, plant and equipment, net

Property, plant and equipment, net, consisted of the following:

(In millions)	September 26, 2025	December 27, 2024
Land	\$ 6.1	\$ 5.7
Buildings	55.0	52.2
Leasehold improvements	149.7	138.7
Machinery and equipment	232.1	222.4
Computer equipment and software	85.3	78.2
Furniture and fixtures	4.7	4.8
	<u>532.9</u>	<u>502.0</u>
Accumulated depreciation	(233.3)	(214.0)
Construction in progress	29.5	37.9
Total	<u>\$ 329.1</u>	<u>\$ 325.9</u>

During the three months ended September 26, 2025, the Company received an asset-related government grant of \$2.9 million, which was recorded as a reduction of the carrying amount of the related property, plant and equipment.

Capitalized interest was not significant for the nine months ended September 26, 2025, or for the fiscal year ended December 27, 2024.

3. FAIR VALUE

The fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The following table summarizes, for assets or liabilities measured at fair value, the respective fair value and the classification by level of input within the fair value hierarchy:

Description	September 26, 2025	Fair Value Measurement at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
(In millions)				
Other liabilities:				
Pension obligation	\$ 2.7	\$ —	\$ —	\$ 2.7

Description	December 27, 2024	Fair Value Measurement at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
(In millions)				
Other non-current assets:				
Plan assets	\$ 0.1	\$ —	\$ —	\$ 0.1
Other liabilities:				
Pension obligation	\$ 1.7	\$ —	\$ —	\$ 1.7
Contingent earn-out	\$ 0.1	\$ —	\$ —	\$ 0.1

The estimated fair value of pension obligation is based on expected years of service and average compensation. The valuation model used to value pension obligation utilizes mortality rate, inflation, interest rate risks and changes in the life expectancy for pensioners. These assumptions are routinely made in the appraisal process by the independent actuary resulting in a Level 3 classification. As of September 26, 2025, the Company's aggregate pension benefit obligations was \$13.9 million and the fair value of the pension plan assets was \$11.2 million, resulting in underfunded pension benefit obligations of \$2.7 million. The Company recognizes the overfunded or underfunded status of defined benefit pension plans, measured as the difference between the fair value of the plan assets and the benefit obligation. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability.

Prior to fiscal year 2025, the Company measured its contingent earn-out liabilities at fair value on a recurring basis using a Monte Carlo simulation model. The significant unobservable inputs used in the model included the forecasted operating profit of the acquired business during the earn-out period ending in calendar year 2025. Significant increases or decreases to the forecasted results would result in a significantly higher or lower liability, with a higher liability capped by the contractual maximum of the contingent earn-out obligation. Ultimately, the liability will be equivalent to the amount paid, and the difference between the fair value estimate and amount paid will be recorded in earnings. The amount paid that is less than or equal to the contingent earn-out liability on the acquisition date is reflected as cash used in financing activities in the consolidated statements of cash flows. Any amount paid in excess of the contingent earn-out liability on the acquisition date will be reflected as cash used in operating activities in the consolidated statements of cash flows.

In the first quarter of fiscal year 2025, the Company reassessed the fair value of the contingent earn-out associated with the acquisition of HIS, decreasing the fair value from \$0.1 million as of December 27, 2024, to zero. The \$0.1 million decrease was recorded as Other income (expense), net in the Condensed Consolidated Statements of Operations for the nine months ended September 26, 2025. The change in fair value was primarily due to lower-than-expected financial performance. There was no change in the fair value estimate during the third quarter of fiscal year 2025.

For the three and nine months ended September 27, 2024, the Company recognized \$0.8 million of loss and \$22.0 million of gain, respectively, related to the change in the fair value of contingent earn-out liability. These amounts were recorded within other income (expense), net in the Condensed Consolidated Statements of Operations.

There were no transfers in or out of any level during the three and nine months ended September 26, 2025 and September 27, 2024. Fair value adjustments were noncash, and therefore did not impact the Company's liquidity or capital resources.

4. GOODWILL AND INTANGIBLE ASSETS

Goodwill

Goodwill represents the excess of the consideration transferred over the fair value of the tangible and identifiable intangible assets acquired, less the liabilities assumed in a business combination. Changes in the carrying amount of goodwill by segment during the nine months ended September 26, 2025, were as follows:

(In millions)	Products	Services	Total
Balance at December 27, 2024	\$ 191.8	\$ 73.5	\$ 265.3
Impairment of Goodwill	(77.6)	(73.5)	(151.1)
Balance at September 26, 2025	\$ 114.2	\$ —	\$ 114.2

During the first quarter of 2025, the Company combined the HIS and Core Products reporting units following a reevaluation of its reporting structure. Impairment assessments were performed immediately before and after the change, and it was concluded that the fair values of these reporting units exceeded their carrying values on both an individual and combined basis. Following this reevaluation, the Company is organized into four reporting units: Core Products, Fluid Solutions, Fluid Delivery Systems, and Services. During the first quarter of 2025, the Company did not recognize any impairment charges or additions to goodwill.

During the second quarter of 2025, the Company experienced a sustained decline in the market price of its common stock. As a result, the Company's market capitalization became much closer to, and at times fell below, the carrying value of its net assets. The decline in market capitalization, combined with other factors specific to each reporting unit, such as changes in market conditions and financial performance, was identified as a triggering event under ASC 350, Intangibles—Goodwill and Other, requiring the Company to perform an interim goodwill impairment test.

The Company performed a quantitative goodwill impairment test for each of its four reporting units by comparing the estimated fair value of each reporting unit to its respective carrying value. Based on the results of this assessment performed in the second quarter of 2025, the Company recorded a total goodwill impairment charge of \$151.1 million, of which \$77.6 million was attributable to the Fluid Solutions reporting unit and \$73.5 million was attributable to the Services reporting unit. As a result, there is no remaining goodwill in the Fluid Solutions reporting unit or in the Services reporting unit. No impairments were identified in the Core Products or Fluid Delivery Systems reporting units, whose fair values remained substantially in excess of their respective carrying values.

For the quantitative goodwill impairment tests performed, the fair value estimates of the Company's reporting units were derived from an income approach. Under the income approach, the Company estimated the fair value of the reporting unit based on the present value of estimated future cash flows, which the Company considers to be a Level 3 unobservable input in the fair value hierarchy. The Company prepared cash flow projections based on management's estimates of revenue growth rates and operating margins, taking into consideration historical performance and the current macroeconomic, industry, and market conditions. The Company based the discount rate on the weighted-average cost of capital considering Company-specific characteristics and changes in the reporting unit's projected cash flows.

Prior to testing goodwill for impairment, the Company evaluated the recoverability of its long-lived assets under ASC 360, Property, Plant, and Equipment, and determined that no impairment of long-lived assets was required.

During the third quarter of 2025, the Company monitored relevant events and circumstances and determined that no additional indicators of impairment were present that would require further interim impairment testing of goodwill or long-lived assets.

Intangible Assets

Intangible assets are generally recorded in connection with a business acquisition. The Company evaluates the useful lives of its intangible assets each reporting period to determine whether events and circumstances require revising the remaining period of amortization. In addition, the Company reviews finite-lived intangible assets for impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable and evaluates indefinite-lived intangible asset for impairment annually, or more frequently if indicators of potential impairment exist. Management considers such indicators as significant differences in product demand from the estimates, changes in the competitive and economic environment, technological advances, and changes in cost structure.

Details of intangible assets were as follows:

(Dollars in millions)	Useful Life (In years)	As of September 26, 2025			As of December 27, 2024		
		Gross Carrying Amount	Accumulated Amortization	Carrying Value	Gross Carrying Amount	Accumulated Amortization	Carrying Value
Customer relationships	6 - 10	\$ 207.2	\$ (131.2)	\$ 76.0	\$ 207.2	\$ (117.4)	\$ 89.8
Recipes	20	73.2	(25.9)	47.3	73.2	(23.2)	50.0
Intellectual property/know-how	7 - 15	48.9	(26.1)	22.8	48.9	(22.8)	26.1
Tradename	4 - 6*	32.5	(23.3)	9.2	32.5	(22.9)	9.6
Standard operating procedures	20	8.6	(3.0)	5.6	8.6	(2.7)	5.9
Developed technology	5	4.6	(1.8)	2.8	4.6	(1.1)	3.5
Total		\$ 375.0	\$ (211.3)	\$ 163.7	\$ 375.0	\$ (190.1)	\$ 184.9

* The Company concluded that the asset life of UCT tradename of \$9.0 million is indefinite and is therefore not amortized but is reviewed for impairment at least annually and whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable.

The Company amortizes its intangible assets on a straight-line or accelerated basis over the estimated economic life of the assets. Amortization expense was approximately \$6.9 million and \$21.2 million for the three and nine months ended September 26, 2025, respectively. For the three and nine months ended September 27, 2024, amortization expense was approximately \$7.6 million and \$22.9 million, respectively. Amortization expense related to recipes, standard operating procedures, developed technology and certain intellectual property/know-how is included in cost of revenues, while the remaining amortization expense is included in general and administrative expense. As of September 26, 2025, future estimated amortization expense is expected to be as follows:

(In millions)	Amortization Expense
2025 (remaining in year)	\$ 6.9
2026	27.2
2027	26.9
2028	23.8
2029	16.2
Thereafter	53.7
Total	\$ 154.7

5. BORROWING ARRANGEMENTS

On September 15, 2025, the Company entered into the Eighth Amendment (the “Eighth Amendment”) to the Credit Agreement, originally dated August 27, 2018 (as previously amended, the “Existing Credit Agreement”). The Existing Credit Agreement, as further amended by the Eighth Amendment, is referred to herein as the “Credit Agreement”. Pursuant to the Eighth Amendment, the Existing Credit Agreement was amended to reduce the interest rate applicable to the term loan facility under the Credit Agreement by 0.50% per annum. The amendment did not modify the revolving credit facility.

The term loan facility has a maturity date of February 25, 2028. The Company pays monthly interest payments in arrears and quarterly principal payments of 0.625% of the outstanding principal balance since September 15, 2025, with the remaining principal paid upon maturity.

The revolving credit facility has aggregate commitments of \$150.0 million and a maturity date of August 27, 2027. The Company pays a quarterly commitment fee in arrears equal to 0.25% of the average daily available commitment outstanding. Outstanding letters of credit reduce the availability of the revolving credit facility and, as of September 26, 2025, the Company had \$146.6 million, net of \$3.4 million of outstanding letters of credit, available under this revolving credit facility.

The letter of credit facility has an available commitment of \$50.0 million and a maturity date of August 27, 2027. The Company pays a quarterly fee in arrears on the dollar equivalent of all outstanding letters of credit equal to the applicable margin for the revolving credit facility, and a fronting fee equal to 0.125% of the undrawn and unexpired amount of each letter of credit. As of September 26, 2025, the Company had \$3.4 million of outstanding letters of credit and \$46.6 million of available commitments remaining under the letter of credit facility.

Under the Credit Agreement, the Company may elect that the Term Loan bear interest at a rate per annum equal to either (a) “ABR” (as defined in the Credit Agreement), plus the applicable margin or (b) the “Term SOFR” (as defined in the Credit Agreement), plus the applicable margin. The applicable margin for the Term Loan is equal to a rate per annum equal to either (i) at any time that the Company’s corporate family rating is Ba3 (with a stable outlook) or higher from Moody’s and BB- (with a stable outlook) or higher from S&P, (x) 2.50% for such Term SOFR loans and (y) 1.50% for such ABR term loans or (ii) at all other times, (x) 2.75% for such Term SOFR loans and (y) 1.75% for such ABR term loans. Interest on the Term Loan is payable on (1) in the case of such ABR term loans, the last day of each calendar quarter and (2) in the case of such Term SOFR loans, the last day of each relevant interest period and, in the case of any interest period longer than three months, on each successive date three months after the first day of such interest period.

At September 26, 2025, the Company had an outstanding amount under the Term Loan of \$481.5 million, gross of unamortized debt issuance costs of \$5.1 million. As of September 26, 2025, the interest rate on the outstanding Term Loan was 6.9%.

The Credit Agreement requires the Company to maintain certain financial covenants including a minimum consolidated fixed charge coverage ratio and a maximum consolidated leverage ratio as of the last day of any fiscal quarter. The Company currently has no revolving loans outstanding under the Credit Agreement. As of September 26, 2025, the Company was in compliance with the financial covenants contained within the Credit Agreement.

The Company maintains credit agreements with a local bank in Czechia and with a financial institution in Israel, which provide for revolving credit facilities of up to 7.0 million euros (approximately \$8.2 million) and \$5.0 million, respectively.

As of September 26, 2025, the Company’s total bank debt was \$476.4 million, net of unamortized debt issuance costs of \$5.1 million. As of September 26, 2025, the Company had \$146.6 million, \$5.0 million, and 5.5 million euros (approximately \$6.4 million) available to draw from its credit facilities in the U.S., Israel and Czechia, respectively.

The fair value of the Company’s long-term debt is based on Level 2 inputs, and was determined using quoted prices for similar instruments in inactive markets. The Company’s carrying value approximates fair value for the Company’s long-term debt.

6. INCOME TAX

The Company recorded income tax provisions of \$8.7 million and \$9.9 million for the three months ended September 26, 2025 and September 27, 2024, respectively, and \$23.3 million and \$28.2 million for the nine months ended September 26, 2025 and September 27, 2024, respectively.

The Company’s effective tax rate was 1450.0% and 97.1% for the three months ended September 26, 2025 and September 27, 2024, respectively, and (15.8)% and 66.0% for the nine months ended September 26, 2025 and September 27, 2024, respectively.

The change in respective tax rates reflects, primarily, the goodwill impairment booked in the second quarter of fiscal year 2025, changes in the geographic mix of worldwide earnings and financial results in jurisdictions which are taxed at different rates and the impact of losses in jurisdictions with full valuation allowances on deferred tax assets. Company management continuously evaluates the need for a valuation allowance and, as of September 26, 2025, concluded that a full valuation allowance on its U.S. federal and state and certain of its foreign deferred tax assets was still appropriate.

As of September 26, 2025 and December 27, 2024, the Company’s gross liability for unrecognized tax benefits, excluding interest, was \$5.2 million and \$2.3 million, respectively. Increases or decreases to interest and penalties on uncertain tax positions are included in the income tax provision in the Condensed Consolidated Statements of Operations. Although it is possible that some of the unrecognized tax benefits could be settled within the next twelve months, the Company cannot reasonably estimate the outcome at this time.

The Organization for Economic Co-operation and Development and the G20 Inclusive Framework on Base Erosion and Profit Shifting (the “Inclusive Framework”) have put forth Pillar Two proposals that ensure a minimal level of taxation. Several countries in which the Company operates have adopted legislation to implement the Inclusive Framework’s global corporate minimum tax rate of fifteen percent. This legislation became effective in certain jurisdictions the Company operates in for the current fiscal year ending December 26, 2025. Based on the Company’s current analysis of the enacted Pillar Two provisions and transitional safe harbor provisions, Pillar Two will not have a significant impact on the Company’s financial statements for fiscal year 2025.

On July 4, 2025, the reconciliation bill, commonly referred to as the One Big Beautiful Bill Act (“OBBBA”), was signed into law, enacting significant changes to U.S. tax and related laws. Some of the provisions of the new tax law affecting corporations include, but are not limited to, expensing of domestic research expenses, increasing the limit of the deduction

of interest expense deduction to thirty percent of EBITDA, and one hundred percent bonus depreciation on eligible property acquired after January 19, 2025. The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. The impacts of the OBBBA are reflected in the Company's results for the three months ended September 26, 2025, and there was no material impact to our income tax expense.

7. RETIREMENT PLANS

Defined Benefit Plans

Cinos Korea has a noncontributory defined benefit pension plan covering substantially all of its employees upon their retirement. The Company's entities in Israel also have noncontributory defined benefit pension plans covering their employees upon their retirement. The benefits for these plans are based on expected years of service and average compensation. The net period costs are recognized as employees render the services necessary to earn the postretirement benefits. The Company records annual amounts relating to the pension plan based on calculations that incorporate various actuarial and other assumptions, including discount rates, mortality, assumed rates of return, compensation increases and turnover rates. The Company reviews its assumptions on an annual basis and makes modifications to the assumptions based on current and expected rates of return and trends when it is appropriate to do so. The effect of modifications to those assumptions is recorded in accumulated other comprehensive income and amortized to net periodic cost over future periods using the corridor method. The Company believes that the assumptions utilized in recording its obligations under the plans are reasonable based on its experience and market conditions.

As of September 26, 2025, the benefit obligation of the plans was \$13.9 million and the fair value of the benefit plan assets was \$11.2 million which are invested in several fixed deposit accounts with financial institutions. As of September 26, 2025, the underfunded balance of the plans of \$2.7 million has been recorded by the Company and is included in other liabilities.

Amounts recognized in accumulated other comprehensive income (loss) and contributions made for the three and nine months ended September 26, 2025 and September 27, 2024 were negligible.

As of September 26, 2025, the Company's future estimated payment obligations for the respective fiscal years are as follows:

(In millions)		
2025	\$	1.4
2026		1.8
2027		2.7
2028		1.3
2029		1.3
Thereafter		11.7
Total	\$	20.2

Employee Savings and Retirement Plan

The Company sponsors a 401(k) savings and retirement plan (the "401(k) Plan") for all U.S. employees who meet certain eligibility requirements. Participants can elect to contribute to the 401(k) Plan, on a pre-tax basis, up to 25% of their salary to a maximum of the IRS limit. The Company matches 50.0% of each employee's contribution, up to a maximum of 6% of the employee's eligible earnings. The Company made discretionary employer contributions to its 401(k) Plan of \$1.0 million and \$3.0 million for the three and nine months ended September 26, 2025, respectively, and \$0.8 million and \$2.7 million for the three and nine months ended September 27, 2024, respectively.

8. COMMITMENTS AND CONTINGENCIES

Commitments

The Company leases real estate and equipment under various non-cancelable operating leases.

Contingencies

From time to time, the Company is subject to various legal proceedings and claims, either asserted or unasserted, that arise in the ordinary course of business. Although the outcome of the various legal proceedings and claims individually or in the

aggregate cannot be predicted with certainty, the Company has not had a history of outcomes to date that have been material to the Condensed Consolidated Statements of Operations and does not believe that any of these proceedings or other claims will have a material adverse effect on its consolidated financial condition, results of operations or cash flows.

9. STOCKHOLDERS' EQUITY AND NONCONTROLLING INTERESTS

Treasury Stock

On October 20, 2022, the Board of Directors approved a share repurchase program authorizing the Company to purchase up to an aggregate of \$150 million of the Company's common stock over a three-year period.

No shares were repurchased under this program for the three months ended September 26, 2025, and for three and nine months ended September 27, 2024. For the nine months ended September 26, 2025, the Company repurchased approximately 0.2 million shares under this program for an aggregate cost of \$3.4 million. All repurchases during the 2025 period occurred in the second quarter.

As of September 26, 2025, 1.5 million shares had been repurchased under the program and they are held in treasury stock. The Company records treasury stock using the cost method. The Company may reissue these treasury shares as part of its stock-based compensation programs.

Non-controlling Interests

The Company owns part of the outstanding shares of Cinos Korea, a South Korean company that provides outsourced cleaning and recycling of precision parts for the semiconductor industry through its operating facilities in South Korea and through a partial interest in Cinos China.

The carrying value of the remaining interest held by another shareholder in Cinos Korea and the remaining interest in Cinos China are presented as noncontrolling interests in the accompanying Condensed Consolidated Financial Statements. Noncontrolling interests are calculated based on minority ownership percentages, representing the proportionate share of net assets in the balance sheet and net income (loss) in the income statement.

10. EMPLOYEE STOCK PLANS

Employee Stock Plans

The Company grants stock awards in the form of restricted stock units ("RSUs") and performance stock units ("PSUs") to its employees as part of the Company's long-term equity compensation plan. These stock awards are granted to employees with a unit purchase price of zero dollars and typically vest over three years, subject to the employee's continued service with the Company and, in the case of PSUs, subject to achieving certain performance goals and market conditions. The Company also grants common stock to its board members in the form of restricted stock awards ("RSAs"), which vest on the earlier of the next Annual Shareholder Meeting, or 365 days from date of grant. The aggregate number of shares authorized for issuance under the plan is 12.6 million.

Stock-based compensation expense includes compensation costs related to estimated fair values of awards granted. The estimated fair value of the Company's equity-based awards is amortized on a straight-line basis over the awards' vesting period and is adjusted for performance as it relates to PSUs.

The following table shows the Company's stock-based compensation expense included in the Condensed Consolidated Statements of Operations:

(In millions)	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Cost of revenues (1)	\$ 0.4	\$ 0.5	\$ 1.1	\$ 1.3
Research and development	0.1	0.1	0.4	0.2
Sales and marketing	0.4	0.4	1.3	1.4
General and administrative	3.5	3.7	11.6	9.8
Total stock-based compensation	\$ 4.4	\$ 4.7	\$ 14.4	\$ 12.7

(1) Stock-based compensation expense capitalized in inventory for the three and nine months ended September 26, 2025 and September 27, 2024 were immaterial.

For the three and nine months ended September 26, 2025, 0.2 million and 1.0 million RSUs were granted with a weighted average fair value of \$26.13 and \$23.27 per share, respectively. For the three and nine months ended September 27, 2024, 27 thousand and 502 thousand RSUs were granted with a weighted average fair value of \$39.72 and \$41.37 per share, respectively.

For the three and nine months ended September 26, 2025, 44 thousand and 142 thousand PSUs were granted, with a fair value of \$1.0 million and \$3.2 million, respectively. For the nine months ended September 27, 2024, 125 thousand PSUs were granted with a fair value of \$5.8 million. No PSUs were granted for the three months ended September 27, 2024.

For the nine months ended September 26, 2025 and September 27, 2024, 1 thousand and 26 thousand RSAs were granted with a weighted fair value of \$24.96 and \$46.17 per share, respectively. No RSAs were granted for the three months ended September 26, 2025 and September 27, 2024.

The following table summarizes the Company's combined RSU, PSU and RSA activity for the nine months ended September 26, 2025:

(In millions)	Number of Shares	Aggregate Intrinsic Value
Outstanding at December 27, 2024	1.4	\$ 52.0
Granted	1.2	
Vested	(0.4)	
Forfeited	(0.5)	
Outstanding at September 26, 2025	1.7	\$ 44.8
Expected to vest at September 26, 2025	1.7	\$ 44.8

As of September 26, 2025, approximately \$34.4 million of unrecognized stock-based compensation cost related to employee and director awards remains to be amortized on a straight-line basis over a weighted average period of 2.1 years, and will be adjusted for subsequent changes in future grants.

Under the current PSU program, performance goals are set at the time of grant and performance is reviewed at the end of a three-year period. The percentage to be applied to each participant's target award ranges from zero to 200%, based upon the extent to which the financial performance goals are achieved. If specific performance threshold levels for the financial goals are met on an annual basis, the amount earned for that element will be applied to one-third of the participant's PSU award granted to determine the number of total units earned.

Recipients of PSU awards generally must remain employed by the Company on a continuous basis through the end of the three-year performance period in order to receive any amount of the PSUs covered by that award. In events such as death, disability or retirement, the recipient may be entitled to pro-rata amounts of PSUs as defined in the Plan. Target shares subject to PSU awards do not have voting rights of common stock until earned and issued following the end of the three-year performance period.

Employee Stock Purchase Plan

The ESPP permits employees to purchase common stock at a discount through payroll withholdings at certain specified dates (purchase period) within a defined offering period. The purchase price is 85% of the fair market value of the common stock at the end of the purchase period and is intended to qualify as an "employee stock purchase plan" under Section 423 of the Internal Revenue Code. The aggregate number of shares authorized for issuance under the plan is 1.1 million.

During the nine months ended September 26, 2025 and September 27, 2024, 72 thousand and 42 thousand shares, respectively, were issued under the ESPP. No shares were issued under the ESPP during the three months ended September 26, 2025 and September 27, 2024.

The Company recorded ESPP-related expense of \$0.2 million and \$0.7 million for the three and nine months ended September 26, 2025, respectively. For the three and nine months ended September 27, 2024, the Company recorded ESPP-related expense of \$0.2 million and \$0.5 million, respectively.

11. REVENUE RECOGNITION

Revenue is recognized when the Company satisfies the performance obligations as evidenced by the transfer of control of the promised goods or services to the Company's customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services.

The Company sells its products and services primarily to customers in the semiconductor capital equipment industry. The Company's revenues are highly concentrated and therefore highly dependent upon a small number of customers. Typical payment terms with our customers range from thirty to sixty days.

The Company's Products business segment provides warranty on its products for a period of up to two years and provides for warranty costs at the time of sale based on historical activity. Determination of the warranty reserve requires the Company to make estimates of product return rates and expected costs to repair or replace the products under warranty. If actual return rates and/or repair and replacement costs differ significantly from these estimates, adjustments to recognize additional cost of revenues may be required in future periods. The warranty reserve is included in other current liabilities on the Condensed Consolidated Balance Sheets and is not considered significant.

The Company's products are manufactured and services provided at the Company's locations throughout the Americas, Asia Pacific and Europe and the Middle East ("EMEA"). Sales to customers are initiated through a purchase order and are governed by our standard terms and conditions, written agreements, or both. Revenue is recognized when performance obligations under the terms of an agreement with a customer are satisfied; generally, this occurs with the transfer of control of the products or when the Company provides the services. Based on the enforceable rights included in our agreements or prevailing terms and conditions, products produced by the Company without an alternative use are not protected by an enforceable right of payment that includes a reasonable profit throughout the duration of the agreement. Consignment sales are recognized in revenue at the earlier of the period that the goods are consumed or after a period of time subsequent to receipt by the customer as specified by terms of the agreement, provided control of the promised goods or services has transferred.

Revenue is measured as the amount of consideration we expect to receive in exchange for transferring goods or providing services. Sales, value-added, and other taxes we collect concurrent with revenue-producing activities are excluded from revenue. Certain of our customers may receive cash-based incentives, such as rebates or credits, which are accounted for as variable consideration. We estimate these amounts based on the expected amount to be provided to customers and reduce revenues recognized. As of September 26, 2025 and December 27, 2024, unpaid rebate accruals totaled \$1.9 million and \$2.3 million, respectively, and were netted against accounts receivable. The Company's disaggregated revenues are apportioned by segments within the Company's Condensed Consolidated Statement of Operations. Certain services performed by the Company related to products sold to customers are included in Products revenue in the Condensed Consolidated Statement of Operations. These services are not material for any of the periods presented.

The Company's principal markets include Americas, Asia Pacific and EMEA. The Company's foreign operations are conducted primarily through its subsidiaries in China, Czechia, Israel, Malaysia, Singapore, South Korea, Taiwan, and the United Kingdom. Revenues by geographic area are categorized based on the customer's location to which the products were shipped or services were performed. The following table sets forth revenue by geographic area (in millions):

	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Singapore	\$ 180.8	\$ 173.9	\$ 563.5	\$ 500.0
United States	120.6	145.6	378.2	432.7
Austria	62.6	48.9	157.9	131.6
China	35.0	56.7	116.0	171.2
South Korea	28.0	25.3	85.8	73.6
Malaysia	19.3	13.3	59.0	30.6
Taiwan	18.0	23.2	43.3	60.3
Others	45.7	53.5	143.6	134.3
Total	<u>\$ 510.0</u>	<u>\$ 540.4</u>	<u>\$ 1,547.3</u>	<u>\$ 1,534.3</u>

The Company's most significant customers (having individually accounted for 10% or more of revenues) are from Products segment and their related revenues as a percentage of total revenues were as follows:

	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Lam Research Corporation	39.4 %	31.2 %	36.0 %	31.4 %
Applied Materials, Inc.	20.5	21.8	22.2	22.4
Total	59.9 %	53.0 %	58.2 %	53.8 %

As of September 26, 2025, gross accounts receivable from Lam Research Corporation and Applied Materials, Inc. exceeded 10% of the Company's total gross accounts receivable, representing approximately 26.1% of the total.

Three customers' gross accounts receivable balances, Applied Materials, Inc., Lam Research Corporation and ASML Holding NV were individually greater than 10% of gross accounts receivable as of December 27, 2024, and were in the aggregate approximately 41.9% of total gross accounts receivable.

12. LEASES

The Company leases land, offices, facilities and equipment in locations throughout the United States, Asia Pacific and EMEA.

13. NET LOSS PER SHARE

Potential common shares from employee stock plans totaling 1.5 million and 1.3 million for the three and nine months ended September 26, 2025, respectively, were excluded from the computation of diluted loss per share as their effect would have been antidilutive. The Company did not have any significant antidilutive securities excluded from the calculation of diluted earnings per share for the three and nine months ended September 27, 2024.

The table below presents the calculation of basic and diluted loss per share:

(In millions, except share amounts)	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Numerator:				
Net income (loss) attributable to UCT	\$ (10.9)	\$ (2.3)	\$ (177.9)	\$ 7.4
Denominator:				
Shares used in computation — basic:				
Basic weighted average common shares outstanding	45.4	45.0	45.2	44.8
Shares used in computation — diluted:				
Weighted average common shares outstanding	45.4	45.0	45.2	44.8
Effect of potential dilutive securities:				
Employee stock plans	—	—	—	0.6
Diluted weighted average common shares outstanding	45.4	45.0	45.2	45.4
Net income (loss) per share attributable to UCT:				
Basic	\$ (0.24)	\$ (0.05)	\$ (3.93)	\$ 0.16
Diluted	\$ (0.24)	\$ (0.05)	\$ (3.93)	\$ 0.16

14. REPORTABLE SEGMENTS

The Company's Chief Executive Officer is the Company's chief operating decision maker (CODM). The CODM primarily uses income from operations to evaluate each segment's performance and allocate resources, primarily through periodic budgeting and segment performance reviews. Significant expenses within segment operating profit include cost of revenue,

research and development, and selling, general and administrative expenses, which are each separately presented on the Company's Condensed Consolidated Statements of Operations.

The Company's reportable segments are determined based on the nature of their revenue streams and the Company's internal organization structure.

The Company prepared financial results based on two operating segments (Products and Services) and two reportable segments (Products and Services).

The following table describes each segment:

Segment	Product or Services	Primary Markets Served	Geographic Areas
Products	Assembly Weldments Machining Fabrication	Semiconductor	Americas Asia Pacific EMEA
Services	Cleaning Analytics Coating	Semiconductor	Americas Asia Pacific EMEA

The CODM uses segment operating profit or loss to evaluate performance and to allocate capital resources. Segment operating profit or loss is defined as a segment's income or loss from continuing operations before interest and other income (expense), net and provision for income taxes. Any intercompany sales and associated profit (and any other intercompany items) are eliminated from segment results.

Segment Data

(In millions)	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Revenues:				
Products	\$ 445.0	\$ 479.0	\$ 1,356.9	\$ 1,350.2
Services	65.0	61.4	190.4	184.1
Total segment revenues	<u>\$ 510.0</u>	<u>\$ 540.4</u>	<u>\$ 1,547.3</u>	<u>\$ 1,534.3</u>
Cost of revenues:				
Products	\$ 380.4	\$ 403.3	\$ 1,163.9	\$ 1,141.2
Services	47.4	43.7	137.8	128.6
Total segment cost of revenues	<u>\$ 427.8</u>	<u>\$ 447.0</u>	<u>\$ 1,301.7</u>	<u>\$ 1,269.8</u>
Gross profit:				
Products	\$ 64.6	\$ 75.7	\$ 193.0	\$ 209.0
Services	17.6	17.7	52.6	55.5
Total segment gross profit	<u>\$ 82.2</u>	<u>\$ 93.4</u>	<u>\$ 245.6</u>	<u>\$ 264.5</u>
Operating expenses:				
Products				
Research and development	\$ 5.5	\$ 4.8	\$ 16.0	\$ 13.9
Sales and marketing	12.3	11.8	37.0	35.0
General and administrative	38.9	36.7	115.2	104.2
Impairment of goodwill	—	—	77.6	—
Total Products operating expenses	<u>56.7</u>	<u>53.3</u>	<u>245.8</u>	<u>153.1</u>
Services				
Research and development	2.4	2.3	7.2	7.2
Sales and marketing	2.7	2.6	8.5	8.0
General and administrative	9.8	10.0	28.9	30.9
Impairment of goodwill	—	—	73.5	—
Total Services operating expenses	<u>14.9</u>	<u>14.9</u>	<u>118.1</u>	<u>46.1</u>
Total segment operating expenses	<u>\$ 71.6</u>	<u>\$ 68.2</u>	<u>\$ 363.9</u>	<u>\$ 199.2</u>
Segment operating profit (loss):				
Products	\$ 7.9	\$ 22.4	\$ (52.8)	\$ 55.9
Services	2.7	2.8	(65.5)	9.4
Total segment operating profit (loss)	<u>\$ 10.6</u>	<u>\$ 25.2</u>	<u>\$ (118.3)</u>	<u>\$ 65.3</u>
Reconciliation of segment operating profit (loss):				
Total segment operating profit	<u>\$ 10.6</u>	<u>\$ 25.2</u>	<u>\$ (118.3)</u>	<u>\$ 65.3</u>
Interest income	1.1	1.1	3.0	3.9
Interest expense	(9.9)	(12.0)	(29.9)	(35.8)
Other income (expense), net	(1.2)	(4.1)	(2.5)	9.3
Income (loss) before provision for income taxes	<u>\$ 0.6</u>	<u>\$ 10.2</u>	<u>\$ (147.7)</u>	<u>\$ 42.7</u>

Expenditures for segment property, plant and equipment								
Products	\$	7.5	\$	11.9	\$	26.4	\$	31.9
Services		3.5		3.3		13.8		14.3
Total expenditures for segment assets	\$	11.0	\$	15.2	\$	40.2	\$	46.2
Depreciation and amortization								
Products	\$	12.7	\$	12.8	\$	37.8	\$	38.5
Services		6.3		6.2		18.9		18.5
Total depreciation and amortization	\$	19.0	\$	19.0	\$	56.7	\$	57.0
(In millions)					September 26, 2025		December 27, 2024	
Assets								
Products					\$	1,439.3	\$	1,657.0
Services						281.2		262.9
Total segment assets					\$	1,720.5	\$	1,919.9

Long-lived assets comprised of operating lease right-of-use assets and property, plant and equipment, net, are reported based on the location of the asset. The carrying amount of long-lived assets in United States, Malaysia, Israel, South Korea and other foreign countries were \$174.3 million, \$81.8 million, \$71.5 million, \$51.9 million and \$106.5 million, respectively as of September 26, 2025, and \$176.9 million, \$83.2 million, \$75.2 million, \$49.8 million and \$101.8 million, respectively as of December 27, 2024.

15. SUBSEQUENT EVENTS

Subsequent to the end of the third quarter, on October 23, 2025, the Board of Directors approved the renewal of the share repurchase program. The renewed program authorizes the Company to repurchase up to \$150.0 million of its common stock over a three-year period.

ITEM 2. Management's Discussion And Analysis of Financial Condition And Results Of Operations

You should read the following discussion of our financial condition and results of operations in conjunction with the Condensed Consolidated Financial Statements and the notes thereto included elsewhere in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K filed with the SEC on February 25, 2025. This Quarterly Report on Form 10-Q contains "forward-looking statements" that involve substantial risks and uncertainties. The statements contained in this Quarterly Report on Form 10-Q that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, including, but not limited to, statements regarding our expectations, beliefs, intentions, strategies, future operations, future financial position, future revenue, projected expenses, gross margins and plans and objectives of management. In some cases, you can identify forward-looking statements by terms such as "anticipate," "believe," "estimate," "expect," "intend," "may," "might," "plan," "project," "will," "would," "should," "could," "can," "predict," "potential," "continue," "objective," or the negative of these terms, and similar expressions intended to identify forward-looking statements. However, not all forward-looking statements contain these identifying words. These forward-looking statements reflect our current views about future events and involve known risks, uncertainties and other factors that may cause our actual results, performance or achievement to be materially different from those expressed or implied by the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below, and those discussed in the section titled "Risk Factors" included in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K filed with the SEC on February 25, 2025. Furthermore, such forward-looking statements speak only as of the date of this report. Except as required by law, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements.

Overview

Ultra Clean Holdings, Inc., ("UCT", the "Company" or "We") is a leading developer and supplier of critical subsystems, components, parts, and ultra-high purity cleaning and analytical services primarily for the semiconductor industry. UCT offers its customers an integrated outsourced solution for major subassemblies, improved design-to-delivery cycle times, design for manufacturability, prototyping and part and component manufacturing, as well as tool chamber parts cleaning and coating, and micro-contamination analytical services. We report results for two segments: Products and Services. Our Products segment primarily designs, engineers and manufactures production tools, components and parts, and modules and subsystems for the semiconductor and display capital equipment markets. Products include chemical delivery modules, frame assemblies, gas delivery systems, fluid delivery systems, precision robotics, process modules as well as other high-level assemblies. Our Services segment provides ultra-high purity parts cleaning, process tool part recoating, surface encapsulation and high sensitivity micro contamination analysis primarily for the semiconductor device makers and wafer fabrication equipment ("WFE") markets.

We ship a majority of our products and provide most of our services to U.S. registered customers with both domestic and international locations. In addition to U.S. manufacturing and service operations, we manufacture products and provide parts cleaning and other related services in our Asia Pacific, Europe and Middle East ("EMEA") facilities to support local and U.S. based customers. We conduct our operating activities primarily through our subsidiaries.

Over the long term, we believe the semiconductor market we serve will continue to grow due to multi-year industry demand from a broad range of drivers, such as new process architecture (e.g. gate all around) and memory devices (e.g. high bandwidth memory) necessary for cloud, artificial intelligence ("AI") and machine learning ("ML") applications. We also believe that semiconductor original equipment manufacturers ("OEM") are increasingly relying on partners like UCT to fulfill their expanding capacity requirements. Additionally, our Services business is benefiting as device manufacturers rely on precision cleaning and coating to achieve ever more advanced devices.

Critical Accounting Estimates

Our Condensed Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States, which require us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses and related disclosure at the date of our Condensed Consolidated Financial Statements. On an ongoing basis, we evaluate our estimates and judgments, including those related to inventories, income taxes, business combinations, contingent earn-out liabilities and goodwill, intangible assets and long-lived assets. We base our estimates and judgments on historical experience and on various other factors that we believe to be reasonable under the circumstances, the results of which form the basis of our judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates. We consider certain accounting policies related to revenue recognition, inventory valuation, accounting for income taxes, business combinations, valuation of goodwill, intangible assets and long-lived assets to be critical policies due to the estimates and judgments involved in each.

There have been no significant changes to our critical accounting policies, significant judgments and estimates disclosed in our Annual Report on Form 10-K subsequent to December 27, 2024. For further information on our critical and other significant accounting policies and estimates, see Part II, Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on Form 10-K for the fiscal year ended December 27, 2024, as filed with the SEC.

Goodwill

As discussed in Note 4, Goodwill and Intangible Assets Goodwill to our condensed consolidated financial statements, we performed a quantitative goodwill impairment assessment in the second quarter of 2025, which resulted in goodwill impairment charges of \$151.1 million related to the Fluid Solutions and Services reporting units. The fair value estimate of each reporting unit was derived from an income approach. Under the income approach, we estimated the fair value of the reporting unit based on the present value of estimated future cash flows. We prepared cash flow projections based on management's estimates of revenue growth rates and operating margins, taking into consideration historical performance and the current macroeconomic, industry, and market conditions. We based the discount rate on the weighted-average cost of capital considering company-specific characteristics and the uncertainty related to the reporting unit's ability to execute on the projected cash flows.

Revenue growth rates, operating margins, and the discount rate applied were significant assumptions used to determine the fair value of each reporting unit. The concluded fair value of our reporting units was reconciled to our market capitalization. The excess of the concluded fair value over our market capitalization represents an implied control premium, which we reviewed for reasonableness by comparison to observed transaction premiums and consideration of specific attributes of the Company.

If the actual results are not consistent with the assumptions and judgments we have made in determining the fair value of our reporting units, we may record additional impairment losses.

The fair values of the Core Products and the Fluid Delivery Systems reporting units, both of which are part of the Products segment, were each substantially in excess of their respective carrying values.

Results of Operations

Fiscal Year

Our fiscal year is the 52- or 53-week period ending on the Friday nearest December 31. Fiscal year 2025 is a 52-week period ending December 26, 2025 and fiscal year 2024 was a 52-week ended December 27, 2024. The fiscal quarters ended September 26, 2025 and September 27, 2024 were both 13-week periods.

Discussion of Results of Operations for the Three and Nine months ended September 26, 2025 compared to the Three and Nine months ended September 27, 2024

Revenues

Revenues by Segment (Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
Products	\$ 445.0	\$ 479.0	(7.1)%	\$ 1,356.9	\$ 1,350.2	0.5 %
Services	65.0	61.4	5.9 %	190.4	184.1	3.4 %
Total revenues	<u>\$ 510.0</u>	<u>\$ 540.4</u>	<u>(5.6)%</u>	<u>\$ 1,547.3</u>	<u>\$ 1,534.3</u>	<u>0.8 %</u>
Products as a percentage of total revenues	87.3 %	88.6 %		87.7 %	88.0 %	
Services as a percentage of total revenues	12.7 %	11.4 %		12.3 %	12.0 %	

For the three-month period ended September 26, 2025, Products revenue decreased compared to the same period in the prior year. The decrease was primarily driven by lower customer demand, reflecting a temporary slowdown in customer purchasing activity in response to short-term market conditions.

For the nine-month period ended September 26, 2025, Products revenue was flat compared to the same period in the prior year, reflecting the broadly consistent year over year state of the semiconductor industry.

Service revenues for the three and nine-month periods ended September 26, 2025, increased compared to the same periods in the prior year, primarily driven by higher demand across its customer base.

Revenues by Geography (Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
United States	\$ 120.6	\$ 145.6	(17.2)%	\$ 378.2	\$ 432.7	(12.6)%
International	389.4	394.8	(1.4)%	1,169.1	1,101.6	6.1 %
Total revenues	\$ 510.0	\$ 540.4	(5.6)%	\$ 1,547.3	\$ 1,534.3	0.8 %
<i>United States as a percentage of total revenues</i>	23.6 %	26.9 %		24.4 %	28.2 %	
<i>International as a percentage of total revenues</i>	76.4 %	73.1 %		75.6 %	71.8 %	

Revenues by geographic area are categorized based on the customer's location to which the products were shipped or services were performed.

For the three and nine months ended September 26, 2025, U.S. revenues decreased compared to the same periods in the prior year, primarily due to a shift of product revenues from U.S. to international locations. As a result, international revenues as a percentage of total revenues increased compared to the same periods in the prior year.

Cost of Revenues

Cost of revenues by Segment (Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
Products	\$ 380.4	\$ 403.3	(5.7)%	\$ 1,163.9	\$ 1,141.2	2.0 %
Services	47.4	43.7	8.5 %	137.8	128.6	7.2 %
Total Cost of revenues	\$ 427.8	\$ 447.0	(4.3)%	\$ 1,301.7	\$ 1,269.8	2.5 %
<i>Products cost as a percentage of total Products revenues</i>	85.5 %	84.2 %		85.8 %	84.5 %	
<i>Services cost as a percentage of total Services revenues</i>	72.9 %	71.2 %		72.4 %	69.9 %	

Cost of Products revenues consists of purchased materials, direct labor and manufacturing overhead.

For the three-month period ended September 26, 2025, Cost of Products revenues decreased by \$22.9 million compared to the same period in the prior year. The decrease was primarily driven by lower sales volumes, which led to a \$23.3 million reduction in material costs, partially offset by higher restructuring-related costs and increased tariffs and duties.

For the nine-month period ended September 26, 2025, Cost of Products revenues increased by \$22.7 million compared to the same period in the prior year. Although product revenues were relatively flat, the increase in cost was primarily due to changes in product mix, which led to a \$10.8 million increase in material costs. The remaining increase was attributable to higher overhead costs associated with increased production activity, as well as restructuring activities, tariffs and duties.

Services Cost of revenues consists of direct labor, overhead, and materials such as chemicals, gases and consumables.

For the three and nine-month periods ended September 26, 2025, Services Cost of revenues increased by \$3.7 million and \$9.2 million, respectively, compared to the same periods in the prior year.

The increase for the three-month period was driven by higher sales, which resulted in increased headcount, overtime, and employee-related expenses at a specific location, as well as higher restructuring-related activities.

The increase for the nine-month period was driven by a higher volume of service orders, and increases in headcount, overtime and employee-related expenses for a specific location, resulting in a \$5.8 million in additional costs, as well as higher overhead costs and restructuring-related activities.

Gross Margin

<u>Gross Profit by Segment</u> (Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
Products	\$ 64.6	\$ 75.7	(14.7) %	\$ 193.0	\$ 209.0	(7.7) %
Services	17.6	17.7	(0.6) %	52.6	55.5	(5.2) %
Gross profit	<u>\$ 82.2</u>	<u>\$ 93.4</u>	<u>(12.0) %</u>	<u>\$ 245.6</u>	<u>\$ 264.5</u>	<u>(7.1) %</u>
Gross Margin by Segment						
Products	14.5%	15.8%		14.2%	15.5%	
Services	27.1%	28.8%		27.6%	30.1%	
Total Company	16.1%	17.3%		15.9%	17.2%	

Gross profit and gross margins fluctuate with revenue levels, product mix, material costs, and labor costs.

Products gross profit and gross margin decreased for the three and nine-month periods ended September 26, 2025 compared to the same periods in the prior year, primarily due to higher employee and restructuring-related costs, as well as increased duties and tariffs.

Services gross profit and gross margin decreased for the three and nine-month periods ended September 26, 2025 compared to the same periods in the prior year, primarily due to higher cost of revenues driven by increased labor and compensation-related costs at a specific location.

Operating Margin

<u>Operating Profit by Segment</u> (Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
Products	\$ 7.9	\$ 22.4	(64.7) %	\$ (52.8)	\$ 55.9	(194.5) %
Services	2.7	2.8	(3.6) %	(65.5)	9.4	(796.8) %
Operating profit	<u>\$ 10.6</u>	<u>\$ 25.2</u>	<u>(57.9) %</u>	<u>\$ (118.3)</u>	<u>\$ 65.3</u>	<u>(281.2) %</u>
Operating Margin by Segment						
Products	1.8%	4.7%		(3.9%)	4.1%	
Services	4.2%	4.6%		(34.4%)	5.1%	
Total Company	2.1%	4.7%		(7.6%)	4.3%	

Operating profit and operating margin for both Products and Services decreased for the three and nine-month periods ended September 26, 2025 compared to the same periods in the prior year.

The decline for the for the three-month period was due to higher employee-related expenses, including costs associated with involuntary separations and a voluntary retirement program, each a part of the Company's ongoing restructuring efforts, as well as increases in duties and tariffs.

The decline for the for the nine-month period was primarily driven by the goodwill impairment recorded in the second quarter of fiscal year 2025, and increases in stock-based compensation and severance costs due to restructuring activities, including both involuntary separations and a voluntary retirement program.

Research and Development

(Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
Research and development	\$ 7.8	\$ 7.1	9.9 %	\$ 23.2	\$ 21.2	9.4 %
Research and development as a percentage of total revenues	1.5 %	1.3%		1.5 %	1.4%	

Research and development expenses increased for both the three and nine-month periods ended September 26, 2025 compared to the same periods in the prior year. The increase in the current period was primarily driven by higher employee-related expenses, including costs associated with involuntary separations and a voluntary retirement program, each a part of the Company's ongoing restructuring efforts.

Sales and Marketing

(Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
Sales and marketing	\$ 15.1	\$ 14.4	4.9 %	\$ 45.5	\$ 42.9	6.1 %
<i>Sales and marketing as a percentage of total revenues</i>	3.0%	2.7%		2.9%	2.8%	

Sales and marketing expenses increased for both the three and nine-month periods ended September 26, 2025 compared to the same periods in the prior year. The increase was primarily driven by higher restructuring-related costs, including expenses associated with involuntary separations and a voluntary retirement program.

General and Administrative

(Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
General and administrative	\$ 48.7	\$ 46.7	4.3 %	\$ 144.1	\$ 135.1	6.7 %
<i>General and administrative as a percentage of total revenues</i>	9.5 %	8.6 %		9.3 %	8.8 %	

General and administrative expenses increased \$2.0 million and \$9.0 million in the three and nine-month periods ended September 26, 2025 compared to the same periods in the prior year.

The increase in the three-month period ended September 26, 2025 was primarily driven by an increase severance payments due to restructuring activities, including both involuntary separations and a voluntary retirement program.

The increase in the nine-month period ended September 26, 2025 was primarily driven by increase in stock-based compensation, a separation payment made to the prior CEO, and increased restructuring activities, including both involuntary separations and a voluntary retirement program.

Impairment of Goodwill

(Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
Impairment of Goodwill	\$ —	\$ —	n/m	\$ 151.1	\$ —	n/m

Impairment of goodwill represents a non-cash charge of \$151.1 million recorded in the second quarter of 2025, as the fair values of our Fluid Solutions and Services reporting units were determined to be below their carrying amounts. No impairment charges were recorded for the three-month period ended September 26, 2025. Refer to Note 4, Goodwill and Intangible Assets to the condensed consolidated financial statements for more information.

Interest and Other Expense, net

(Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
Interest income	\$ 1.1	\$ 1.1	— %	\$ 3.0	\$ 3.9	(23.1) %
Interest expense	\$ (9.9)	\$ (12.0)	(17.5) %	\$ (29.9)	\$ (35.8)	(16.5) %
Other income (expense), net	\$ (1.2)	\$ (4.1)	(70.7) %	\$ (2.5)	\$ 9.3	(126.9) %

Interest income decreased in the nine-month period ended September 26, 2025 compared to the same period in the prior year due to lower interest earning balances.

Interest expense decreased for the three and nine-month periods ended September 26, 2025 compared to the same periods in the prior year primarily due to lower interest rates and reduced amortization of debt issuance costs.

Other income (expense), net, for the three-month period ended September 26, 2025 was primarily comprised of \$1.1 million debt modification related costs. In the prior period, the Company recognized an \$0.8 million loss related to the fair value adjustment of the contingent earn-out from the HIS acquisition, as well as unrealized foreign exchange losses of \$3.5 million.

Other income (expense), net, for the nine-month period was primarily comprised of unrealized foreign exchange losses of \$3.4 million and \$1.0 million debt modification related costs offset by government grants received of \$2.2 million. In the prior period, the Company recognized a \$22.0 million gain related to the fair value adjustment of the contingent earn-out from the HIS acquisition which was partially offset by unrealized foreign exchange losses of \$8.7 million and debt modification costs of \$3.6 million.

Provision for Income Taxes

(Dollars in millions)	Three Months Ended			Nine Months Ended		
	September 26, 2025	September 27, 2024	Percent Change	September 26, 2025	September 27, 2024	Percent Change
Provision for income taxes	\$ 8.7	\$ 9.9	(12.1) %	\$ 23.3	\$ 28.2	(17.4) %
Effective tax rate	1450.0 %	97.1 %		-15.8 %	66.0 %	

The decrease in the provision for income taxes for the three and nine-month periods ended September 26, 2025 compared to the same periods in the prior year is primarily attributable to the changes in the geographic mix of worldwide earnings and financial results in jurisdictions which are taxed at different rates and the impact of losses in jurisdictions with full valuation allowances on deferred tax assets.

The tax provision for the three and nine months ended September 26, 2025, includes the impact of a change in the Company's assertion that earnings from fiscal 2023 and going forward in one of its subsidiaries in China are no longer permanently reinvested. As a result, the Company recorded a discrete tax expense of \$3.4 million in the second quarter of 2025. The Company will also record deferred taxes on the undistributed current and future year earnings of this China subsidiary.

Company management continuously evaluates the need for a valuation allowance on its deferred tax assets and, as of September 26, 2025, concluded that a full valuation allowance on its U.S. federal, state and certain of its foreign deferred tax assets remained appropriate.

Liquidity and Capital Resources

Cash and cash Equivalents

The following table summarizes our cash and cash equivalents:

(In millions)	September 26, 2025	December 27, 2024	Increase
Total cash and cash equivalents	\$ 314.1	\$ 313.9	\$ 0.2

The following table summarizes the Condensed Consolidated Statements of Cash Flow information:

(In millions)	Nine Months Ended	
	September 26, 2025	September 27, 2024
Operating activities	\$ 57.5	\$ 47.9
Investing activities	(37.0)	(46.2)
Financing activities	(22.3)	8.8
Effects of exchange rate changes on cash and cash equivalents	2.0	0.7
Net increase in cash and cash equivalents	\$ 0.2	\$ 11.2

Our primary cash inflows and outflows were as follows:

- For the nine-month period ended September 26, 2025, we generated cash from operating activities of \$57.5 million compared to \$47.9 million for the same period in the prior year. The \$9.6 million increase in net cash provided by operating activities was primarily driven by a \$20.2 million favorable change in net working capital.
- The major contributors in net changes in operating assets and liabilities for the nine-month period ended September 26, 2025 were as follows:
 - Accounts receivable decreased \$41.6 million primarily due to the timing of shipments and collections, as well as the sale of accounts receivable through factoring arrangements. Operating lease assets and liabilities decreased \$10.2 million, reflecting lease payments and amortization. Prepaid expenses and

other current assets increased by \$6.3 million due to advance payments and prepayments related to various expenses.

- Accounts payable decreased \$22.8 million, other liabilities by \$4.6 million, and income tax payable by \$12.1 million, as a result of elevated prepayment activity.
- Net cash used in investing activities during the nine-month periods ended September 26, 2025 and September 27, 2024 consisted primarily of \$40.2 million and \$46.2 million purchases of property, plant and equipment, respectively. During the nine months ended September 26, 2025, we received an asset-related government grant amounting to \$2.9 million.
- During the nine month period ended September 26, 2025, cash used in financing activities was \$22.3 million compared to \$8.8 million cash provided in the same period in the prior year. The \$31.1 million increase in net cash used by financing activities was primarily due to \$23.5 million net cash proceeds from bank borrowings related to the debt modification in the prior period.

We believe we have sufficient capital to fund our working capital needs, satisfy our debt obligations, maintain our existing capital equipment, purchase new capital equipment and make strategic acquisitions from time to time. As of September 26, 2025, we had cash and cash equivalents of \$314.1 million compared to \$313.9 million as of December 27, 2024. Our cash and cash equivalents, cash generated from operations, and amounts available under our revolving line of credit described below were our principal sources of liquidity as of September 26, 2025.

In the second quarter of 2025, we entered into a factoring agreement with a financial institution to sell certain accounts receivables under a non-recourse agreement. Under the arrangement, we sell certain trade receivables on a non-recourse basis and account for the transaction as a sale of the receivables. The financial institution assumes the full risk of collection, without recourse to the Company in the event of a loss. As part of the factoring arrangements, we perform certain collection and administrative functions for the receivables sold. The applicable receivables are removed from our consolidated balance sheet when the cash proceeds are received by us. We utilize this factoring arrangement as part of our financing for working capital. For the three and nine-months ended September 26, 2025, we sold accounts receivable totaling \$21.5 million and \$39.3 million, respectively, under this arrangement.

In addition, Fluid Solutions has an existing factoring agreement with a financial institution to sell certain accounts receivables under a non-recourse agreement. For the nine-month period ended September 26, 2025, we sold accounts receivable totaling \$11.6 million under this arrangement, and no accounts receivable were sold during the three month period ended September 26, 2025.

We anticipate that our existing cash and cash equivalents balance and operating cash flow will be sufficient to service our indebtedness and meet our working capital requirements and technology development projects for at least the next twelve months. The adequacy of these resources to meet our liquidity needs beyond that period will depend on our growth, the size and number of any acquisitions, the state of the worldwide economy, our ability to meet our financial covenants with our credit facility, the cyclical expansion or contraction of the semiconductor capital equipment industry and the other industries we serve and capital expenditures required to meet possible increased demand for our products.

In order to expand our business or acquire additional complementary businesses or technologies, we may need to raise additional funds through equity or debt financing. If required, additional financing may not be available on terms that are favorable to us, if at all. If we raise additional funds through the issuance of equity or convertible debt securities, our stockholders' equity interest will be diluted and these securities might have rights, preferences and privileges senior to those of our current stockholders. We may also require the consent of our new lenders to raise additional funds through equity or debt financing. No assurance can be given that additional financing will be available or that, if available, such financing can be obtained on terms favorable to our stockholders and us.

As of September 26, 2025, we have cash of approximately \$250.3 million in our foreign subsidiaries. It is not practicable to determine the tax liability that might be incurred if the undistributed earnings of these foreign subsidiaries were to be distributed. It is the Company's practice and intention to reinvest the earnings of its non-U.S. subsidiaries in those operations, except for certain of its subsidiaries based in Singapore and China. There is no expected Singapore or U.S. tax liability on a distribution of the Singapore earnings. However, the Company has accrued taxes on a portion of the undistributed earnings of the China subsidiary in its financial statements as of September 26, 2025.

Borrowing Arrangements

The following table summarizes our borrowings:

(Dollars in millions)	September 26, 2025	
	Amount	Weighted-Average Interest Rate
U.S. Term Loan	\$ 481.5	7.5%
Debt issuance costs	(5.1)	
	<u>\$ 476.4</u>	

At September 26, 2025, the Company had an outstanding amount under the Term Loan of \$481.5 million, gross of unamortized debt issuance costs of \$5.1 million. As of September 26, 2025, the interest rate on the outstanding Term Loan was 6.9%.

As of September 26, 2025, the Company had \$146.6 million, net of \$3.4 million of outstanding letters of credit, available under this revolving credit facility. As of September 26, 2025, the Company was in compliance with the financial covenants contained within the Amended Credit Agreement.

The Company maintains credit agreements with a local bank in Czechia and with a financial institution in Israel, which provide for revolving credit facilities of up to 7.0 million euros (approximately \$8.2 million) and \$5.0 million, respectively. As of September 26, 2025, there were no borrowings outstanding under these facilities.

As of September 26, 2025, the Company's total bank debt was \$476.4 million, net of unamortized debt issuance costs of \$5.1 million. As of September 26, 2025, the Company had \$146.6 million, \$5.0 million, and 5.5 million euros (approximately \$6.4 million) available to draw from its credit facilities in the U.S., Israel and Czechia, respectively.

See Note 6 - Borrowing Arrangements, of our Condensed Consolidated Financial Statements, included in Part 1 of this Form-10Q for additional information.

Capital Expenditures

Capital expenditures were \$40.2 million during the nine months ended September 26, 2025 and were primarily attributable to the capital invested in our manufacturing facilities worldwide. The Company anticipates that capital expenditures for the remainder of 2025 will be financed primarily through cash flow generated from operations and cash on hand.

Contractual Obligations

The Company had commitments to various third parties to purchase inventories totaling approximately \$463.0 million as of September 26, 2025.

In conjunction with the sale of our products in the ordinary course of business, we provide standard indemnification against certain liabilities to our customers, which may include claims of losses by their own customers resulting out of property damages, bodily injuries or deaths, or infringement of intellectual property rights by our products. Our potential liability arising out of intellectual property infringement claims by any third party is generally uncapped. As of September 26, 2025, we have not incurred any significant costs to defend lawsuits or settle claims related to these indemnification arrangements. As a result, we believe the estimated fair value of these arrangements is minimal.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

There were no significant changes to our quantitative and qualitative disclosures about market risk during the period covered by this report. Refer to Part II, Item 7A. “Quantitative and Qualitative Disclosures about Market Risk” included in our Annual Report on Form 10-K for our fiscal year ended December 27, 2024, for a more complete discussion of the market risks we encounter.

ITEM 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) under the Exchange Act. Disclosure controls and procedures are designed to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and that such information is accumulated and communicated to management, including the chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure. Based upon this evaluation, our chief executive officer and our chief financial officer concluded the disclosure controls and procedures were not effective as of September 26, 2025, the end of the period covered by this Quarterly Report on Form 10-Q, due to material weaknesses in internal control over financial reporting described below.

Material Weaknesses in Internal Control Over Financial Reporting

As previously disclosed in our Annual Report on Form 10-K for the fiscal year ended December 27, 2024, the Company identified the following material weaknesses in our internal control over financial reporting that continue to exist as of September 26, 2025.

The Company did not design and maintain effective controls relating to the: (i) sufficiency of processes related to identifying and analyzing risks to the achievement of objectives across the Company, (ii) sufficiency of competent personnel to analyze risks of material misstatement and develop internal control activities to support the achievement of the Company’s internal control objectives; and (iii) monitoring of control activities in accordance with established policies in a timely manner.

These material weaknesses contributed to the following additional material weaknesses:

- (a) The Company did not design and maintain effective information technology (“IT”) general controls for certain information systems that are relevant to the preparation of its consolidated financial statements. Specifically, for certain of the Fluid Solutions operating subsidiaries in the Products segment which have not been migrated to the Company’s primary ERP system, the Company did not design and maintain (i) program change management controls to ensure that IT program and data changes are identified, tested, authorized and implemented appropriately, and (ii) user access controls to ensure appropriate segregation of duties and to adequately restrict user and privileged access to appropriate company personnel.
- (b) The Company did not design and maintain effective controls for certain other international operating subsidiaries in the Products segment. Specifically, the Company did not design and maintain effective segregation of duties controls across various business processes, including journal entries.

The material weaknesses described above did not result in any material misstatements to annual or interim consolidated financial statements. However, these material weaknesses could result in misstatements of our consolidated financial statements that would result in a material misstatement to the annual or interim consolidated financial statements that would not be prevented or detected.

Remediation Plan and Progress

Management has been executing and remains committed to implementing measures designed to ensure that control deficiencies contributing to the material weaknesses are remediated, such that these controls are designed, implemented, and operating effectively.

In response to all material weaknesses, management has taken the following actions:

- engaged an external advisor to assist with evaluating and documenting the design and operating effectiveness of internal controls and to assist with the remediation of deficiencies, as necessary;
- hired additional IT, accounting, and finance personnel to support our remediation efforts, including a Vice President of Internal Audit, as well as third-party resources with relevant expertise to augment our internal resources;
- formalized roles and responsibilities within the organization to establish ownership of workstreams to identify and analyze risks of material misstatement, develop internal control activities to support the achievement of the Company’s internal control objectives, and monitor the effective performance of those control objectives;

- performed an entity-wide risk assessment of information technology systems and business processes by operating subsidiary; and
- assessed the specific training needs for newly hired and existing personnel and developed and delivered training programs designed to support our internal controls.

In response to the material weakness “(a)” management has taken the following actions:

- We migrated the Fluid Solutions operating subsidiaries to our primary ERP system in the third quarter of 2025, including the utilization of existing IT general controls of our primary ERP system leveraging standard user access controls to ensure appropriate segregation of duties that adequately restrict user access to our financial applications and data to appropriate company personnel.

In response to the material weakness “(b)” management has taken the following actions:

- During the third quarter of 2025, we began operating the previously designed and implemented controls over segregation of duties assessment to identify key conflicts, established policies and procedures to maintain effective segregation of duties, and identified and implemented mitigating controls for key conflicts identified for certain other international operating subsidiaries in the Products segment which have not been migrated to the Company’s primary ERP system.

Management has made progress in addressing the previously identified material weaknesses, and the results of our testing indicate that the Company’s control environment has improved since the material weaknesses were first identified. While we have made progress, the material weaknesses will not be considered remediated until we conclude all measures necessary to remediate the material weaknesses have been designed, implemented, and the applicable controls have operated for a sufficient period of time, and management has concluded, through testing, that these controls are designed and operating effectively. While Management believes that the aforementioned plans will remediate the material weaknesses, there is no assurance of the exact timing of the completion of the remediation.

Changes in Internal Control Over Financial Reporting

Except for the migration of Fluid Solutions operating subsidiaries to our primary ERP system in response to material weakness “(a)” and operation of controls over segregation of duties in response to material weakness “(b)” described above, there were no changes in our internal control over financial reporting during the quarter ended September 26, 2025, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. Legal Proceedings

From time to time, we are subject to various legal proceedings and claims, either asserted or unasserted, that arise in the ordinary course of business. Although the outcome of the various legal proceedings and claims cannot be predicted with certainty, we have not had a history of outcomes to date that have been material to our Condensed Consolidated Statement of Operations and do not believe that any of these proceedings or other claims will have a material adverse effect on our condensed consolidated financial condition or results of operations.

On March 24, 2025, a putative securities class action was filed in the United States District Court for the Northern District of California, captioned *Ofir Schweiger v. Ultra Clean Holdings, Inc.*, et al., (Case No. 3:25-cv-02768), against the Company and our former Chief Executive Officer, James Scholhamer, and our Chief Financial Officer, Sheri Savage. The lawsuit brings claims under Section 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder, alleging that the Company and certain of its officers have knowingly made materially misleading statements about demand in the Chinese market for the Company's products to artificially inflate the price of the Company's common stock, while knowing that the Company was experiencing softening demand. The action purports to be brought on behalf of those who purchased or otherwise acquired the Company's publicly traded securities between May 6, 2024 and February 24, 2025, and seeks unspecified damages and other relief. The case is still in its early stages. Management believes these claims to be meritless and intends to vigorously defend against them. On August 1, 2025, the Company was served with a derivative suit filed with the Superior Court of California, County of Alameda, which simply copied the allegations in the class action and relabeled them from securities claims to fiduciary claims, naming the entire Board and the Company. There is no assurance that the Company will be successful in its defense or that insurance will be available or adequate to fund any settlement or judgment or the litigation costs. The Company cannot reasonably estimate any loss or range of loss that may arise from this case.

ITEM 1A. Risk Factors

There were no material changes during the period covered in this report to the risk factors previously disclosed in Part I, Item 1A, of our Annual Report on Form 10-K for the year ended December 27, 2024.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

(a) Recent Sales of Unregistered Securities

None.

(b) Use of Proceeds from Securities

None.

(c) Purchases of Equity Securities by the Issuer and Affiliated Purchasers

On October 20, 2022, the Board of Directors approved a share repurchase program authorizing the Company to purchase up to an aggregate of \$150.0 million of the Company's common stock over a three-year period.

Subsequent to the end of the third quarter, on October 23, 2025, the Board of Directors approved a renewal of the share repurchase program. The renewed program authorizes the Company to repurchase up to \$150.0 million of the Company's common stock over a three year period.

This program may be suspended or discontinued at any time and does not obligate the Company to acquire any amount of common stock.

The following table sets forth information related to repurchases of our equity securities during the nine months ended September 26, 2025:

Period	Total Number of Shares Purchased	Average Price Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (In millions)
December 28, 2024 — January 24, 2025	—	—	—	\$ 108.5
January 25, 2025 — February 21, 2025	—	—	—	\$ 108.5
February 22, 2025 — March 28, 2025	—	—	—	\$ 108.5
March 29, 2025 — April 25, 2025	181,776	\$ 18.64	181,776	\$ 105.1
April 26, 2025 — May 23, 2025	—	—	—	\$ 105.1
May 24, 2025 — June 27, 2025	—	—	—	\$ 105.1
June 28, 2025 — July 25, 2025	—	—	—	\$ 105.1
July 26, 2025 — August 22, 2025	—	—	—	\$ 105.1
August 23, 2025 — September 26, 2025	—	—	—	\$ 105.1

ITEM 3. Defaults Upon Senior Securities

None.

ITEM 4. Mine Safety Disclosures

Not Applicable.

ITEM 5. Other Information

None.

ITEM 6. Exhibits

(a) Exhibits

The following exhibits are filed with this quarterly Report on Form 10-Q for the quarter ended September 26, 2025:

Exhibit Number	Description
10.1	Severance Benefits for Executive Officers, dated as of August 1, 2025
10.2	Chief Executive Officer Change in Control Severance Plan, dated as of September 2, 2025
10.3	Chief Business Officer Change in Control Severance Plan, dated as of August 24, 2025
31.1	Certification of Interim Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of the Interim Chief Executive Officer and the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

*Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ULTRA CLEAN HOLDINGS, INC.

(Registrant)

Date: October 29, 2025

By:	<u>/S/ JAMES XIAO</u>
Name:	James Xiao
Title:	Chief Executive Officer (Principal Executive Officer and duly authorized signatory)

Date: October 29, 2025

By:	<u>/S/ SHERI SAVAGE</u>
Name:	Sheri Savage
Title:	Chief Financial Officer (Principal Financial Officer and duly authorized signatory)

Severance Benefits for Executive Officers (as of August 1, 2025)

Ultra Clean Holdings, Inc. (together with its subsidiary Ultra Clean Technology Systems and Service, Inc., hereafter referred to as “Ultra Clean” or “the Company”) has adopted the policy set forth below regarding severance benefits for eligible Company executives upon certain events of termination of their employment (the “Policy”). This Policy may be amended or terminated by the Company at any time.

Eligible Executives. Executives of the Company may be eligible to receive severance benefits hereunder if (a)(i) they are employed in the role of an “executive officer” (as defined in Rule 3b-7 under the Securities Exchange Act of 1934) of the Company as determined by the Board of Directors or the Compensation Committee thereof from time to time, or (ii) they are determined by the Board of Directors or the Compensation Committee thereof from time to time as eligible to receive severance benefits pursuant to this Policy, due to their employment in key positions with the Company, and (b) they are notified in writing by the head of Human Resources that they are eligible to receive severance benefits pursuant to the terms and conditions of this Policy.

Involuntary Termination. An eligible executive qualifies for severance benefits pursuant to this Policy only if Ultra Clean terminates his or her employment without Cause (as defined below) and the executive, within 28 days immediately following such termination or such longer period provided for by the Company, signs and does not revoke a general release of any claims that he or she may hold against Ultra Clean, its affiliated entities and the directors, officers, employees, representatives and agents of Ultra Clean and its affiliated entities (collectively, “Ultra Clean and its Affiliates”), in a form acceptable to Ultra Clean, including a provision that the executive will not make any statement or take any action that would disparage or harm Ultra Clean and its Affiliates. Executives who might otherwise be eligible for severance benefits pursuant to this Policy shall forfeit any rights to benefits hereunder if they resign their employment or are discharged for cause. For the purpose of this Policy, “cause” shall exist if (a) the executive is convicted of, or pleads guilty or no contest to, a criminal offense; (b) the executive engages in any act of fraud or dishonesty; (c) the executive breaches any agreement with Ultra Clean; (d) the executive commits any material violation of Ultra Clean policy; (e) executive fails, refuses or neglects to perform the services required of the executive in his position at the Company; or (f) the executive is terminated for “Cause” within the meaning of any agreement by and between the executive and the Company, pursuant to such agreement. Nothing in this Policy changes the at-will nature of employment of any eligible executive.

Severance Benefits.

(a) An eligible executive in the position of Chief Executive Officer who qualifies for severance benefits pursuant to this Policy shall receive the following severance benefits:

Base Salary Multiple	Bonus and Incentive Compensation Multiple	Payment of COBRA Costs	Equity Acceleration
150% of the executive's then-current annual base salary	150% of the executive's average annual cash bonus and cash incentive compensation as determined by the Company over the prior three years (i.e. [(Year 1 + Year 2 + Year 3) / 3] x 1.5)	18 months	Immediate vesting of unvested and outstanding Equity Awards that would vest within 18 months*

(b) An eligible executive in the position of Chief Financial Officer, Chief Business Officer or Chief Operating Officer who qualifies for severance benefits pursuant to this Policy shall receive the following severance benefits:

Base Salary Multiple	Bonus and Incentive Compensation Multiple	Payment of COBRA Costs	Equity Acceleration
100% of the executive's then-current annual base salary	100% of the executive's average annual cash bonus and cash incentive compensation as determined by the Company over the prior three years (i.e. [(Year 1 + Year 2 + Year 3) / 3])	12 months	Immediate vesting of unvested and outstanding Equity Awards that would vest within 12 months*

(c) Any other eligible "executive officer" of the Company not eligible for benefits under paragraphs (a) and (b) above, or any other key employee determined by the Board of Directors or the Compensation Committee thereof as eligible to receive severance benefits pursuant to this Policy, shall receive the following severance benefits:

Base Salary Multiple	Bonus and Incentive Compensation Multiple	Payment of COBRA Costs	Equity Acceleration
75% of the executive's then-current annual base salary	75% of the executive's average annual cash bonus and cash incentive compensation as determined by the Company over the prior three years (i.e. [(Year 1 + Year 2 + Year 3) / 3])	9 months	Immediate vesting of unvested and outstanding Equity Awards that would vest within 12 months* (with CEO discretion)

For the purpose of clauses (a), (b) and (c) of this paragraph, "Equity Awards" means all options to purchase shares of Company common stock as well as any and all other stock-based awards granted to the executive, including but not limited to stock bonus awards, restricted stock, restricted stock units or stock appreciation rights, but excluding any performance stock awards which remain subject to performance criteria as of the executive's termination date.

* Equity acceleration benefits payable pursuant to this Policy will be paid as a cash equivalent value as determined by the Company on the date of payment; *provided*, that the Board of Directors or the Compensation Committee thereof may determine that the Company shall distribute such equity acceleration benefits in the form of shares of Company stock.

Payment of Benefits. Any severance payments (other than the COBRA costs) payable pursuant to this Policy shall be paid in a lump sum to the executive in cash as soon as administratively practicable after the termination date, and, in any event, no later than two and one-half (2-1/2) months after the end of the taxable year of the executive in which the termination date occurs. The COBRA costs shall be paid as incurred (by subsidizing or reimbursing the premium payments) but shall end if, prior to the end of the period of time set forth above, the executive commences alternative employment and becomes eligible for group medical coverage.

Section 409A. The payments and benefits under this Policy are intended to qualify for the short-term deferral exception to Section 409A of the Internal Revenue Code described in Treasury Regulation Section 1.409A-1(b)(4) to the maximum extent possible and, to the extent they do not so qualify, are intended to qualify for the involuntary separation pay plan exception to Section 409A described in Treasury Regulation Section 1.409A-1(b)(9)(iii) to the maximum extent possible. To the extent Section 409A is applicable to this Policy, notwithstanding any other provision of this Policy to the contrary, if an eligible executive is a "specified employee" within the meaning of Section 409A on the date of the executive's "separation from service" within the meaning of Section 409A, to the extent required in order to comply with Section 409A, amounts that would otherwise be payable under this Policy during the six-month period immediately following the date of such separation from service shall instead be paid on the first business day after the date that is six months following that date.

Miscellaneous. This Policy shall be governed by and construed in accordance with the laws of the state of California, without reference to principles of conflict of laws. All amounts due hereunder shall be subject to applicable tax withholding. Effective as of the date first above written, this Policy supersedes in its entirety each prior policy of the Company regarding severance benefits for executive officers, including, without limitation, the Company's "Severance Benefits for Executive Officers (as of July 24, 2008)". Any severance benefits payable to an eligible executive under this Policy will be reduced by and not in addition to any severance benefits to which the eligible executive would otherwise be entitled under any general severance policy or severance plan maintained by the Company or any agreement between the Participant and the Company that provides for severance benefits (unless the policy, plan or agreement expressly provides for severance benefits to be in addition to those provided under this Policy); and (ii) any severance benefits payable to an eligible executive under this Policy will be reduced by any severance benefits to which the eligible executive is entitled by operation of a statute or government regulations. To the extent required by law, the Company shall furnish a summary plan description containing additional information.

CHANGE IN CONTROL SEVERANCE AGREEMENT

This CHANGE IN CONTROL SEVERANCE AGREEMENT ("Agreement"), dated as of September 2, 2025 ("Effective Date"), is executed by and between Ultra Clean Holdings, Inc., a Delaware corporation (the "Company") and Jinsong ("James") Xiao ("Employee").

WHEREAS, the Company and the Employee wish to enter into this Agreement specifying the benefits the Employee will receive in certain circumstances relating to a Change in Control of the Company in order to induce Employee to remain in the employ of the Company in the event of any possible Change in Control.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 TERM AND NATURE OF AGREEMENT

Section 1.01. Term. This Agreement shall be in force until the second anniversary of the Effective Date, and thereafter renew for automatic one-year terms, unless the Company shall give the Employee written notice of termination at least six (6) months before the expiration of the then current term provided that no Change in Control has occurred prior to such date. Notwithstanding the foregoing, this Agreement shall terminate (i) 12 months after a Change in Control (subject to satisfaction of any obligations hereunder as a result of a termination of employment prior to such expiration) and (ii) upon on a termination of employment prior to a Change in Control (other than a termination without Cause or for Good Reason that occurs during the three (3) month period prior to a Change in Control).

Section 1.02. At-Will Employment. Nothing in this Agreement shall change the at-will nature of Employee's employment with the Company.

ARTICLE 2 CHANGE IN CONTROL TERMINATION

Section 2.01. Severance Benefits.

- (a) If upon, or within 3 months prior to or 12 months following, a Change in Control, Employee is terminated by the Company without Cause or Employee resigns for Good Reason, Employee shall be entitled to the following ("Change in Control Severance Benefits"), provided that Employee executes and lets become effective a release of claims in the form attached hereto as Exhibit A (the "Release") within 45 days following the termination of employment:
- (i) a lump sum cash payment equal to 200% of the sum of (x) Employee's then-existing annual base salary and (y) the average annual cash bonus as determined by the Company over the prior three years, which shall be paid as soon as administratively practicable after the date on which the Release becomes effective, and, in any event, no later than two and one-half (2 1/2) months after the end of the taxable year of the Employee in which the termination of employment occurs;
 - (ii) payment or reimbursement of health benefit continuation coverage under COBRA or otherwise from the termination date through the earlier of (A) 24 months following the termination date or (B) the date Employee becomes eligible for health benefits with another employer, which shall be paid no later than the month of such coverage, provided that if Employee is no longer eligible for COBRA continuation coverage, a lump sum payment calculated based on the monthly premiums immediately prior to the expiration of COBRA coverage; and
 - (iii) 100% of all of the Employee's unvested and outstanding Equity Awards shall become vested.
-

a. Definitions. For purposes of this Agreement, the following definitions shall have the following meanings:

- i. **"Cause"** shall exist if: (A) Employee is convicted of, or pleads guilty or no contest to, (i) a felony or (ii) a misdemeanor involving moral turpitude; (B) Employee engages in any act of fraud or material dishonesty in connection with his employment; (C) Employees materially breaches any agreement with the Company; (D) Employee commits any material violation of a written Company policy that has been provided to Employee; or (E) Employee willfully fails, refuses or neglects to perform the services reasonably required of his position at the Company; provided, however, that notwithstanding the foregoing, with respect to clauses (C), (D) and (E) above, unless the condition is incapable of remedy by its nature or otherwise, Employee's termination will not be for Cause unless the Company (x) notifies Employee in writing of the existence of the condition which the Company believes constitutes Cause within 60 days of the Company becoming aware of the existence of such condition (which notice specifically identifies such condition), (y) gives Employee at least 10 days following the date on which Employee receive such notice (and prior to termination) in which to remedy the condition, and (z) if Employee does not remedy such condition within such period, actually terminates Employee's employment within 15 days after the expiration of such remedy period (and before Employee remedies such condition).
- ii. **"Change in Control"** means the occurrence of any one or more of the following:
 1. the consummation of a merger or consolidation of the Company with or into any other entity (other than with any entity or group in which Executive has not less than a 5% beneficial interest) pursuant to which the holders of outstanding equity of the Company immediately prior to such merger or consolidation hold directly or indirectly 50% or less of the voting power of the equity securities of the surviving entity;
 2. the sale or other disposition of all or substantially all of the Company's assets (other than to any entity or group in which Executive has not less than a 5% beneficial interest); or
 3. any acquisition by any person or persons (other than any entity or group in which Executive has not less than a 5% beneficial interest) of the beneficial ownership of more than 50% of the voting power of the Company's equity securities in a single transaction or series of related transactions; provided, however, that an underwritten public offering of the Company's securities shall not be considered a Change in Control;

provided, however, that a transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who directly or indirectly held the Company's securities immediately before such transaction.

- i. **"Good Reason"** means:
 1. a reduction of Employee's then-existing annual base salary (other than in connection with an action affecting a majority of the executive officers of the Company not to exceed 25%);
 2. relocation of the principal place of Employee's employment to a location that is more than 50 miles from the principal place of Employee's employment immediately prior to the date of such change; or
 3. a material reduction in Employee's authority, responsibilities or duties;

provided, however, that notwithstanding the foregoing, Employee's termination will not be for Good Reason unless Employee (x) notifies the Company in writing of the existence of the condition which Employee believes constitutes Good Reason within 60 days of the initial existence of such

condition (which notice specifically identifies such condition), (y) gives the Company at least 10 days following the date on which the Company receives such notice (and prior to termination) in which to remedy the condition, and (z) if the Company does not remedy such condition within such period, actually terminates Employee's employment within 15 days after the expiration of such remedy period (and before the Company remedies such condition);

- i. **"Equity Awards"** means all options to purchase shares of Company common stock as well as any and all other stock-based awards granted to the Employee, including but not limited to stock bonus awards, restricted stock, restricted stock units or stock appreciation rights, except for performance stock awards which remain subject to performance criteria as of the Effective Date.

Section 2.02. Resignation of Corporate Offices. In connection with any termination of employment following a Change in Control, Employee will resign Employee's office, if any, as a director, officer or trustee of the Company, its subsidiaries or affiliates and of any other corporation or trust of which Employee serves as such at the request of the Company, effective as of the date of termination of employment.

Section 2.03. Accrued Compensation and Benefits. In connection with any termination of employment upon or following a Change in Control (whether or not under Section 2.01 above), the Company shall pay Employee's earned but unpaid base salary and other vested but unpaid cash entitlements for the period through and including the termination of employment, including unused earned vacation pay and unreimbursed documented business expenses incurred by Employee prior to the date of termination (collectively "Accrued Compensation and Expenses"), as required by law and the applicable Company plan or policy. In addition, Employee shall be entitled to any other vested benefits earned by Employee for the period through and including the termination date of Employee's employment under any other employee benefit plans and arrangements maintained by the Company, in accordance with the terms of such plans and arrangements, except as modified herein (collectively "Accrued Benefits"). Any Accrued Compensation and Expenses to which the Employee is entitled shall be paid to the Employee in cash as soon as administratively practicable after the termination, and, in any event, no later than two and one-half (2-1/2) months after the end of the taxable year of the Employee in which the termination occurs. Any Accrued Benefits to which the Employee is entitled shall be paid to the Employee as provided in the relevant plans and arrangement.

Section 2.04. Continuing Obligations. Employee acknowledges his or her continuing obligations under the Confidential and Non-Disclosure Agreement with the Company, including but not limited to Employee's obligations not to use or disclose, at any time, any trade secret, confidential or proprietary information of the Company.

Section 2.05. Limitation on Payments.

- (a) If the Change in Control Severance Benefits together with any other payment or benefit Employee would receive pursuant to a Change in Control (collectively, "Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be equal to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Employee's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order unless Employee elects in writing a different order: reduction of cash payments; cancellation of acceleration of vesting; reduction of employee benefits. In the event that acceleration of vesting is to be reduced, it shall be cancelled in the reverse order of the date of grant of the Equity Awards unless Employee elects in writing a different order for cancellation.

- (b) The Company may engage the accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change in Control or another firm to perform the foregoing calculations. The Company shall bear all expenses with respect to the determinations by such firm required to be made hereunder.
- (c) The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to Employee and the Company within fifteen (15) calendar days after the date on which Employee's right to a Payment is triggered (if requested at that time by Employee or the Company) or such other time as requested by Employee or the Company.

ARTICLE 3 MISCELLANEOUS

Section 3.01. Assignment; Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If Employee should die or become subject to a permanent disability while any amount is owed but unpaid to Employee hereunder, all such amounts, unless otherwise provided herein, shall be paid to Employee's devisee, legatee, legal guardian or other designee, or if there is no such designee, to Employee's estate. Employee's rights hereunder shall not otherwise be assignable. This Agreement shall be binding on the Company's successors and assigns.

Section 3.02. Dispute Resolution. To ensure rapid and economical resolution of any and all disputes that might arise in connection with this Agreement, Employee and the Company agree that any and all disputes, claims, and causes of action, in law or equity, arising from or relating to this Agreement or its enforcement, performance, breach, or interpretation, will be resolved solely and exclusively by final, binding, and confidential arbitration, by a single arbitrator, in San Francisco, California, and conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") under its then-existing employment rules and procedures. Nothing in this section, however, is intended to prevent either party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Each party to an arbitration or litigation hereunder shall be responsible for the payment of its own attorneys' fees.

Section 3.03. Unfunded Agreement. The obligations of the Company under this Agreement represent an unsecured, unfunded promise to pay benefits to Employee and/or Employee's beneficiaries, and shall not entitle Employee or such beneficiaries to a preferential claim to any asset of the Company.

Section 3.04. Non-Exclusivity of Benefits. Unless specifically provided herein, neither the provisions of this Agreement nor the benefits provided hereunder shall reduce any amounts otherwise payable, or in any way diminish Employee's rights as an employee of the Company, whether existing now or hereafter, under any compensation and/or benefit plans (qualified or nonqualified), programs, policies, or practices provided by the Company, for which Employee may qualify; provided that the Change in Control Severance Benefits shall not be duplicative of any severance benefits under any such plans, programs, policies or practices. Vested benefits or other amounts which Employee is otherwise entitled to receive under any plan, policy, practice, or program of the Company (i.e., including, but not limited to, vested benefits under any qualified or nonqualified retirement plan), at or subsequent to the termination date shall be payable in accordance with such plan, policy, practice, or program except as expressly modified by this Agreement.

Section 3.05. Mitigation. In no event shall Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Employee under any of the provisions of this Agreement nor shall the amount of any payment or benefit hereunder be reduced by any compensation earned by Employee as a result of employment by another employer.

Section 3.06. Entire Agreement. This Agreement represents the entire agreement between Employee and the Company and its affiliates with respect to Employee's severance rights in a Change in Control situation, and supersedes all prior and contemporaneous discussions, negotiations, and agreements concerning such rights, provided, however, that any amounts payable to Employee hereunder shall be reduced by any amounts paid to Employee as required by any applicable federal, state or local law (including without limitation the WARN Act) in connection with any termination of Employee's employment.

Section 3.07. Tax Withholding. Notwithstanding anything in this Agreement to the contrary, the Company shall withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as are legally required to be withheld.

Section 3.08. Waiver of Rights. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

Section 3.09. Severability. In the event any provision of the Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 3.10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to principles of conflict of laws.

Section 3.11. Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 3.12. Code Section 409A. This Agreement and the payments and benefits hereunder are intended to qualify for the short-term deferral exception to Section 409A of the Code, and all regulations, rulings and other guidance issued thereunder, all as amended and in effect from time to time ("Section 409A"), described in Treasury Regulation Section 1.409A-1(b)(4) to the maximum extent possible, and to the extent they do not so qualify, they are intended to qualify for the involuntary separation pay plan exception to Section 409A described in Treasury Regulation Section 1.409A-1(b)(9)(iii) to the maximum extent possible. To the extent Section 409A is applicable to this Agreement, this Agreement is intended to comply with Section 409A. Without limiting the generality of the foregoing, if on the date of termination of employment Employee is a "specified employee" within the meaning of Section 409A as determined in accordance with the Company's procedures for making such determination, to the extent required in order to comply with Section 409A, amounts that would otherwise be payable under this Agreement during the six-month period immediately following the termination date shall instead be paid on the first business day after the date that is six months following the termination date. All references herein to "termination date" or "termination of employment" shall mean separation from service as an employee within the meaning of Section 409A.

IN WITNESS WHEREOF, the Company and the Employee have executed this Agreement, to be effective as of the date and year first written above.

ULTRA CLEAN HOLDINGS, INC.

By:

/s/ Clarence Granger

Clarence Granger

Title: Chairperson of the Board of Directors and duly authorized signatory

EMPLOYEE:

By:

Signature: /s/ James Xiao

James Xiao

Date: August 4, 2025

Exhibit A – Form of Release

Reference is made in this Release (the “Release”) to the terms set forth in the Change in Control Severance Agreement dated September 2, 2025, (the “Agreement”) between Ultra Clean Holdings, Inc. (together with its successors and assigns, the “Company”) and the undersigned Jinsong (“James”) Xiao (“Employee”).

1. **Release.** In consideration for the benefits outlined in the Agreement (the “Severance Benefits”), to which I am not otherwise entitled, I hereby generally and completely release the Company and its affiliated entities (collectively “Company Entities”) and their directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct or omissions occurring prior to the time I sign this Release. This general release includes, but is not limited to: (1) all claims arising out of or in any way related to my employment with the Company or the termination of that employment; (2) all claims related to my compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (3) all claims for breach of contract, wrongful termination or breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys’ fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (“ADEA”), or the California Fair Employment and Housing Act (as amended). This Release does not apply to (x) claims which cannot be released as a matter of law, (y) any right I may have to enforce the Agreement or (z) my eligibility for coverage under any D&O or other similar insurance policy or indemnification in accordance with applicable laws, the charter and bylaws of the Company or any indemnification agreement I have with the company.
2. **ADEA Waiver.** I acknowledge that I am knowingly and voluntarily waiving and releasing any rights you have under the ADEA and that the consideration given for the waiver and release is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that:
 - (a) my waiver and release specified in this paragraph do not apply to any rights or claims that arise after the date I sign this Release;
 - (b) I have the right to consult with an attorney prior to signing this Release;
 - (c) I have 45 days to consider this Release (although I may choose voluntarily to sign this Release earlier);
 - (d) I have seven (7) days after I sign this Release to revoke the Release; and
 - (e) this Release will not be effective until the date on which the revocation period has expired, which will be the eighth day after I sign this Release, assuming I have returned it to the Company by such date.
3. **Waiver of Unknown Claims.** In granting the general release herein, I acknowledge that I have read and understand California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect.

This Release, together with the Agreement, constitutes the entire understanding of the parties on the subjects covered.

EMPLOYEE:

CHANGE IN CONTROL SEVERANCE AGREEMENT

This CHANGE IN CONTROL SEVERANCE AGREEMENT ("**Agreement**"), dated as of August 4, 2025 ("**Effective Date**"), is executed by and between Ultra Clean Holdings, Inc., a Delaware corporation (the "**Company**"), and Christopher S. Cook ("**Employee**").

WHEREAS, the Company and the Employee wish to enter into this Agreement specifying the benefits the Employee will receive in certain circumstances relating to a Change in Control of the Company in order to induce Employee to remain in the employ of the Company in the event of the possibility of a Change in Control.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1

TERM AND NATURE OF AGREEMENT

Section 1.01. *Term.* This Agreement shall be in force until the second anniversary of the Effective Date, and thereafter renew for automatic one year terms, unless the Company shall give the Employee written notice of termination at least 30 days before the expiration of the then current term provided that no Change in Control has occurred prior to such date. Notwithstanding the foregoing, this Agreement shall terminate (i) 12 months after a Change in Control (subject to satisfaction of any obligations hereunder as a result of a termination of employment prior to such expiration) and (ii) upon any termination of employment prior to a Change in Control.

Section 1.02. *At-Will Employment.* Nothing in this Agreement shall change the at-will nature of Employee's employment with the Company.

ARTICLE 2

CHANGE IN CONTROL TERMINATION

Section 2.01. *Severance Benefits.*

- (a) If upon, or within 12 months following, a Change in Control, Employee is terminated by the Company without Cause or Employee resigns for Good Reason, Employee shall be entitled to the following ("**Change in Control Severance Benefits**"), provided that Employee executes and lets become effective a release of claims in the form attached hereto as Exhibit A (the "**Release**") within 45 days following the termination of employment:
 - (i) a lump sum cash payment equal to 150% of the sum of (x) Employee's then-existing annual base salary and (y) the average annual cash bonus as determined by the Company over the prior three years, which shall be paid as soon as administratively practicable after the date on which the Release becomes effective, and, in any event, no later than two and one-half (2 1/2) months after the end of the taxable year of the Employee in which the termination of employment occurs;
 - (ii) payment or reimbursement of health benefit continuation coverage under COBRA or otherwise from the termination date through the earlier of (A) 24 months following the termination date or (B) the date Employee becomes eligible for health benefits with another employer, which shall be paid no later than the month of such coverage, *provided* that if Employee is no longer eligible for COBRA continuation coverage, a lump sum payment calculated based on the monthly premiums immediately prior to the expiration of COBRA coverage; and
 - (iii) 100% of all of the Employee's unvested and outstanding Equity Awards shall become vested.
- (b) Definitions. For purposes of this Agreement, the following definitions shall have the following meanings:
 - (i) "**Cause**" shall exist if: (A) Employee is convicted of, or pleads guilty or no contest to, a criminal offense; (B) Employee engages in any act of fraud or material dishonesty in connection with his employment; (C) Employee breaches any agreement with the Company; (D) Employee commits any material violation of a written Company policy that

has been provided to Employee; or (E) Employee fails, refuses or neglects to perform the services required of Employee in his or her position at the Company; *provided, however*, that notwithstanding the foregoing, with respect to clauses (C), (D) and (E) above, unless the condition is incapable of remedy by its nature or otherwise, Employee's termination will not be for Cause unless the Company

(x) notifies Employee in writing of the existence of the condition which the Company believes constitutes Cause within 60 days of the Company becoming aware of the existence of such condition (which notice specifically identifies such condition),

(y) gives Employee at least 10 days following the date on which Employee receive such notice (and prior to termination) in which to remedy the condition, and (z) if Employee does not remedy such condition within such period, actually terminates Employee's employment within 15 days after the expiration of such remedy period (and before Employee remedies such condition).

(ii) **"Change in Control"** means the occurrence of any one or more of the following:

(A) the consummation of a merger or consolidation of the Company with or into any other entity (other than with any entity or group in which Employee has not less than a 5% beneficial interest) pursuant to which the holders of outstanding equity of the Company immediately prior to such merger or consolidation hold directly or indirectly 50% or less of the voting power of the equity securities of the surviving entity;

(B) the sale or other disposition of all or substantially all of the Company's assets (other than to any entity or group in which Employee has not less than a 5% beneficial interest); or

(C) any acquisition by any person or persons (other than any entity or group in which Employee has not less than a 5% beneficial interest) of the beneficial ownership of more than 50% of the voting power of the Company's equity securities in a single transaction or series of related transactions; *provided, however*, that an underwritten public offering of the Company's securities shall not be considered a Change in Control;

provided, however, that a transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who directly or indirectly held the Company's securities immediately before such transaction.

(iii) **"Good Reason"** means:

(A) a reduction of Employee's then-existing annual base salary by more than 10% (other than in connection with an action affecting a majority of the executive officers of the Company);

(B) relocation of the principal place of Employee's employment to a location that is more than 50 miles from the principal place of Employee's employment immediately prior to the date of such change; or

(C) a material reduction in Employee's authority, duties or responsibilities;

provided, however, that notwithstanding the foregoing, Employee's termination will not be for Good Reason unless Employee

(x) notifies the Company in writing of the existence of the condition which Employee believes constitutes Good Reason within 60 days of the initial existence of such condition (which notice specifically identifies such condition), (y) gives the Company at least 10 days following the date on which the Company receives such notice (and prior to termination) in which to remedy the condition, and (z) if the Company does not remedy such condition within such period, actually terminates Employee's employment within 15 days after the expiration of such remedy period (and before the Company remedies such condition);

(iv) **"Equity Awards"** means all options to purchase shares of Company common stock as well as any and all other stock- based awards granted to the Employee, including but not limited to stock bonus awards, restricted stock, restricted stock units or stock appreciation rights, except for performance stock awards which remain subject to performance criteria as of the Effective Date.

Section 2.02. *Resignation of Corporate Offices.* In connection with any termination of employment following a Change in Control, Employee will resign Employee's office, if any, as a director, officer or trustee of the Company, its subsidiaries or affiliates and of any other corporation or trust of which Employee serves as such at the request of the Company, effective as of the date of termination of employment.

Section 2.03. *Accrued Compensation and Benefits.* In connection with any termination of employment upon or following a Change in Control (whether or not under Section 2.01 above), the Company shall pay Employee's earned but unpaid base salary and other vested but unpaid cash entitlements for the period through and including the termination of employment, including unused earned vacation pay and unreimbursed documented business expenses incurred by Employee prior to the date of termination (collectively "**Accrued Compensation and Expenses**"), as required by law and the applicable Company plan or policy. In addition, Employee shall be entitled to any other vested benefits earned by Employee for the period through and including the termination date of Employee's employment under any other employee benefit plans and arrangements maintained by the Company, in accordance with the terms of such plans and arrangements, except as modified herein (collectively "**Accrued Benefits**"). Any Accrued Compensation and Expenses to which the Employee is entitled shall be paid to the Employee in cash as soon as administratively practicable after the termination, and, in any event, no later than two and one-half (2-1/2) months after the end of the taxable year of the Employee in which the termination occurs. Any Accrued Benefits to which the Employee is entitled shall be paid to the Employee as provided in the relevant plans and arrangement.

Section 2.04. *Continuing Obligations.* Employee acknowledges his or her continuing obligations under the Confidential and Non-Disclosure Agreement with the Company, including but not limited to Employee's obligations not to use or disclose, at any time, any trade secret, confidential or proprietary information of the Company.

Section 2.05. *Limitation on Payments.*

(a) If the Change in Control Severance Benefits together with any other payment or benefit Employee would receive pursuant to a Change in Control (collectively, "**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**"), and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment shall be equal to the Reduced Amount. The "**Reduced Amount**" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Employee's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order unless Employee elects in writing a different order: reduction of cash payments; cancellation of acceleration of vesting; reduction of employee benefits. In the event that acceleration of vesting is to be reduced, it shall be cancelled in the reverse order of the date of grant of the Equity Awards unless Employee elects in writing a different order for cancellation.

(b) The Company may engage the accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change in Control or another firm to perform the foregoing calculations. The Company shall bear all expenses with respect to the determinations by such firm required to be made hereunder.

(c) The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to Employee and the Company within fifteen (15) calendar days after the date on which Employee's right to a Payment is triggered (if requested at that time by Employee or the Company) or such other time as requested by Employee or the Company.

ARTICLE 3 MISCELLANEOUS

Section 3.01. *Assignment; Successors and Assigns.* This Agreement shall inure to the benefit of and be enforceable by Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If Employee should die or become subject to a permanent disability while any amount is owed but unpaid to Employee hereunder, all such amounts, unless otherwise provided herein, shall be paid to Employee's devisee, legatee, legal guardian or other

designee, or if there is no such designee, to Employee's estate. Employee's rights hereunder shall not otherwise be assignable. This Agreement shall be binding on the Company's successors and assigns.

Section 3.02. *Dispute Resolution.* To ensure rapid and economical resolution of any and all disputes that might arise in connection with this Agreement, Employee and the Company agree that any and all disputes, claims, and causes of action, in law or equity, arising from or relating to this Agreement or its enforcement, performance, breach, or interpretation, will be resolved solely and exclusively by final, binding, and confidential arbitration, by a single arbitrator, in San Francisco, California, and conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") under its then-existing employment rules and procedures. Nothing in this section, however, is intended to prevent either party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Each party to an arbitration or litigation hereunder shall be responsible for the payment of its own attorneys' fees.

Section 3.03. *Unfunded Agreement.* The obligations of the Company under this Agreement represent an unsecured, unfunded promise to pay benefits to Employee and/or Employee's beneficiaries, and shall not entitle Employee or such beneficiaries to a preferential claim to any asset of the Company.

Section 3.04. *Non-Exclusivity of Benefits.* Unless specifically provided herein, neither the provisions of this Agreement nor the benefits provided hereunder shall reduce any amounts otherwise payable, or in any way diminish Employee's rights as an employee of the Company, whether existing now or hereafter, under any compensation and/or benefit plans (qualified or nonqualified), programs, policies, or practices provided by the Company, for which Employee may qualify; *provided* that the Change in Control Severance Benefits shall not be duplicative of any severance benefits under any such plans, programs, policies or practices. Vested benefits or other amounts which Employee is otherwise entitled to receive under any plan, policy, practice, or program of the Company (*i.e.*, including, but not limited to, vested benefits under any qualified or nonqualified retirement plan), at or subsequent to the termination date shall be payable in accordance with such plan, policy, practice, or program except as expressly modified by this Agreement.

Section 3.05. *Mitigation.* In no event shall Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Employee under any of the provisions of this Agreement nor shall the amount of any payment or benefit hereunder be reduced by any compensation earned by Employee as a result of employment by another employer.

Section 3.06. *Entire Agreement.* This Agreement represents the entire agreement between Employee and the Company and its affiliates with respect to Employee's severance rights in a Change in Control situation, and supersedes all prior and contemporaneous discussions, negotiations, and agreements concerning such rights, *provided*, however, that any amounts payable to Employee hereunder shall be reduced by any amounts paid to Employee as required by any applicable federal, state or local law (including without limitation the WARN Act) in connection with any termination of Employee's employment.

Section 3.07. *Tax Withholding.* Notwithstanding anything in this Agreement to the contrary, the Company shall withhold from any amounts payable under this Agreement all federal, state, city, or other taxes as are legally required to be withheld.

Section 3.08. *Waiver of Rights.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

Section 3.09. *Severability.* In the event any provision of the Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 3.10. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to principles of conflict of laws.

Section 3.11. *Counterparts.* This Agreement may be signed in several counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 3.12. *Code Section 409A.* This Agreement and the payments and benefits hereunder are intended to qualify for the short-term deferral exception to Section 409A of the Code, and all regulations, rulings and other guidance issued thereunder, all as amended and in effect from time to time ("**Section 409A**"), described in Treasury Regulation Section 1.409A-1(b)(4) to the maximum extent possible, and to the extent they do not so qualify, they are intended to qualify for the involuntary separation pay plan

exception to Section 409A described in Treasury Regulation Section 1.409A-1(b)(9)(iii) to the maximum extent possible. To the extent

Section 409A is applicable to this Agreement, this Agreement is intended to comply with Section 409A. Without limiting the generality of the foregoing, if on the date of termination of employment Employee is a "specified employee" within the meaning of Section 409A as determined in accordance with the Company's procedures for making such determination, to the extent required in order to comply with Section 409A, amounts that would otherwise be payable under this Agreement during the six-month period immediately following the termination date shall instead be paid on the first business day after the date that is six months following the termination date. All references herein to "termination date" or "termination of employment" shall mean separation from service as an employee within the meaning of Section 409A.

IN WITNESS WHEREOF, the Company and the Employee have executed this Agreement, to be effective as of the date and year first written above.

ULTRA CLEAN HOLDINGS, INC.

By:

/s/ Clarence Granger

Clarence Granger

Title: Chairperson of the Board of Directors and duly authorized signatory

EMPLOYEE:

By:

/s/ Christopher S. Cook

Christopher S. Cook

Date: August 5, 2025

Exhibit A – Form of Release

Reference is made in this Release (the “**Release**”) to the terms set forth in the Change in Control Severance Agreement dated XXX, 2016, (the “**Agreement**”) between Ultra Clean Holdings, Inc. (together with its successors and assigns, the “**Company**”) and the undersigned Christopher S. Cook (“**Employee**”).

1. **Release.** In consideration for the benefits outlined in the Agreement (the “**Severance Benefits**”), to which I am not otherwise entitled, I hereby generally and completely release the Company and its affiliated entities (collectively “**Company Entities**”) and their directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct or omissions occurring prior to the time I sign this Release. This general release includes, but is not limited to: (1) all claims arising out of or in any way related to my employment with the Company or the termination of that employment; (2) all claims related to my compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (3) all claims for breach of contract, wrongful termination or breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys’ fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (“**ADEA**”), or the California Fair Employment and Housing Act (as amended). This Release does not apply to (x) claims which cannot be released as a matter of law, (y) any right I may have to enforce the Agreement or (z) my eligibility for coverage under any D&O or other similar insurance policy or indemnification in accordance with applicable laws, the charter and bylaws of the Company or any indemnification agreement I have with the company.

2. **ADEA Waiver.** I acknowledge that I am knowingly and voluntarily waiving and releasing any rights you have under the ADEA and that the consideration given for the waiver and release is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that:
 - (a) my waiver and release specified in this paragraph do not apply to any rights or claims that arise after the date I sign this Release;
 - (b) I have the right to consult with an attorney prior to signing this Release;
 - (c) I have 45 days to consider this Release (although I may choose voluntarily to sign this Release earlier);
 - (d) I have seven (7) days after I sign this Release to revoke the Release; and
 - (e) this Release will not be effective until the date on which the revocation period has expired, which will be the eighth day after I sign this Release, assuming I have returned it to the Company by such date.

3. **Waiver of Unknown Claims.** In granting the general release herein, I acknowledge that I have read and understand California Civil Code section 1542, which states:
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
 I expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect.

This Release, together with the Agreement, constitutes the entire understanding of the parties on the subjects covered.

EMPLOYEE:

CERTIFICATION

I, James Xiao, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ultra Clean Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2025

/s/ JAMES XIAO

James Xiao
Chief Executive Officer

CERTIFICATION

I, Sheri Savage, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ultra Clean Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2025

/s/ SHERI SAVAGE

Sheri Savage

Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The certification set forth below is being submitted in connection with the Quarterly Report on Form 10-Q (the “Report”) of Ultra Clean Holdings, Inc. (the “Company”) for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Section 1350 of Chapter 63 of Title 18 of the United States Code. James Xiao, Chief Executive Officer, and Sheri Savage, Chief Financial Officer of the Company, each certifies that, to the best of his or her knowledge:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 29, 2025

/s/ JAMES XIAO

James Xiao

Chief Executive Officer

Date: October 29, 2025

/s/ SHERI SAVAGE

Sheri Savage

Chief Financial Officer